

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

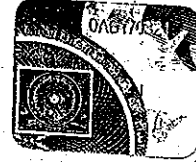
03AA 697321

Date : 13-09-2004  
Purchased By :  
A RAJU  
S/O.RAJAJALI

Serial No: 3689  
For Whom :  
SONATA SOFTWARE LIMITED

*R. Chandra*

eSeva  
Manager  
KHAIRATABAD  
HYDERABAD



**GENERAL AMENITIES AGREEMENT**

THIS GENERAL AMENITIES AGREEMENT is made and executed at Hyderabad on this 15<sup>th</sup> day of September Two Thousand and Four BETWEEN :

SMT. KOKILABEN J. KADAKIA, wife of Late Jayantilal Kadakia, aged about 72 years, occupation house wife, residing at no. 1-10-176, Begumpet, Secunderabad, represented through her Power of Attorney Shri. Pramod Modi, hereinafter referred to as "OWNER" (which expression shall unless excluded by or repugnant to the subject or context shall deem to include her heirs, executors, administrators, successor or successors and/or assigns) of the First Part;

AND

MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad duly represented by Mr. Soham Modi, Managing Director of the Company hereinafter called the "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors and/or assigns) of the Second Part;

*[Signature]* For Modi Properties & Investments Pvt. Ltd. *[Signature]* For Sonata Software Limited  
Managing Director Thomas K. Joseph  
Sr. Vice President & CFO

వ త్సరము \_\_\_\_\_ 1926 శా. శ. సం.

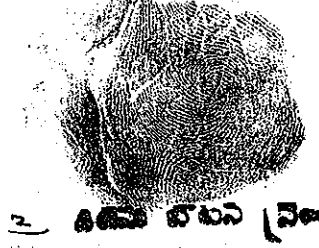
దస్తావేజాల మొత్తం కాగితముల సంఖ్య \_\_\_\_\_

ఈ కాగితము వరుస సంఖ్య \_\_\_\_\_



By certifying that on the production of the original instrument I have called for and seen the original instrument.

2004వ సంవత్సరము నవంబరు 15వ తేది నాటికి  
1926వ శా. శ. సం. 24వ తేది నాటికి  
గంటల మధ్య పీఠింజాబాద్ కు చెందిన వారు కాదాడాయములో  
శ్రీ. గంగాధర దేవయ్య. రిజిస్ట్రేషన్ నంబరు. 1886 లోని  
సెక్షన్ 32. నకలు రిండినను స్థాపించిన డో. గ్రా. పులు మరయు  
వేలిముద్రలతో సహా దాఖలు చేసి రుసుము రూ. 15.00/00  
చెలానుద్వారా చెల్లించినారు.  
వాసియప్పినట్లు ఒప్పుకొన్నది  
ఎడమ బొటన గ్రేలు



NAME Pramod Modi S/O. M. C. Modi  
OCC. Business R/O. 1-10-136, Begumpet, Hyd.



NAME Soham Modi S/O. Jyoti Modi  
OCC. Business R/O. 1-10-136, Begumpet, Hyd.



NAME Thomas K. Joseph S/O. Joseph K. Joseph  
OCC. Struile R/O. APS Trust Bull Temple Rd  
N K Colony, Bangalore - 560 015

దివానించినది

1)

NAME A.A. Sleeth S/O. D.A. Sleeth  
OCC. ~~Business~~ R/O. 20, Gandhi road  
Bangalore 560002

2)

NAME Solomon R. Panda S/O. K. Panda  
OCC. Mi. Service R/O. 5-4-183/224 MG Rd. Hyd.

2004వ సంవత్సరము నవంబరు 15వ తేది నాటికి  
1926వ శా. శ. సం. 24వ తేది నాటికి

AND

**SONATA SOFTWARE LIMITED**, a company duly incorporated under Companies Act, 1956 and having its registered office at No. 208, T.V. Industrial Estate, S. K. Ahire Marg, Worli, Mumbai- 400 030 and Corporate office at A.P.S. Trust Building Bull Temple Road, N.R. Colony, Bangalore-560 019 duly represented by Mr. Thomas K. Joseph, Senior Vice President & C.F.O. of the Company hereinafter called the "HIRER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successors and/or assigns) of the **Third Part**;


**WHEREAS** by a Lease Deed of even date (hereinafter referred to as the 'said Lease Deed') made between Smt. Kokilaben J. Kadakia, therein called the Lessor of the First Part, the Owner herein, Modi Properties & Investments Private Limited, therein called Confirming Party of the Second Part, the Confirming Party herein and Sonata Software Limited, therein called the Lessee of the Third Part, the Hirer herein, for the consideration and on the terms and conditions mentioned therein, the Owner has granted the lease of the office space of entire Second Floor admeasuring 16980 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176/B, Begumpet, Secunderabad, Andhra Pradesh morefully described in the Schedule hereunder and hereinafter referred to as the '**Leased Premises**' in favour of the Hirer for a period of nine (9) years with effect from 1<sup>st</sup> December 2004.

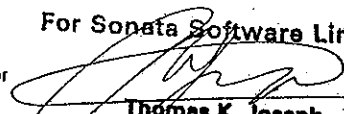
**AND WHEREAS** the Owner, in addition to the grant of lease rights in respect of the Leased Premises, also has agreed to provide certain facilities and other allied amenities and services to the Leased Premises which are attached to and are part and parcel and / or deemed to be attached and part and parcel of the Leased Premises.

**AND WHEREAS** the Owner offered to give and the Hirer agrees to take on hire the said facilities and other allied amenities and services at the Leased Premises on the terms and conditions hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

1. That in consideration of the amenities charges payable by the Hirer to the Owner and the covenants and the terms and conditions appearing hereinafter, the

  
For Modi Properties & Investments Pvt. Ltd.  
Managing Director

  
For Sonata Software Limited  
Thomas K. Joseph  
Sr. Vice President & CFO

ధనావేళ సంఖ్య 1606/2004  
 వచ్చిన తేదీ ( 1926 కా. క. సం. )  
 ధనావేళ వివరాలు 9  
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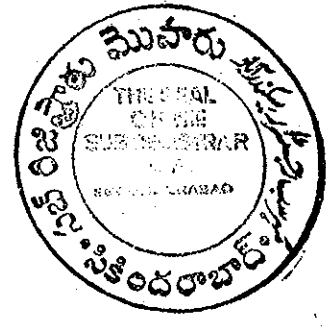
**OFFICE OF THE SUB-REGISTRAR  
SECUNDERABAD**

Endorsement Under section 42 of ACT II of 1898

No. 1606 of 2004 Date 24-9-2004

I hereby certify that the proper / deficit  
 stamp Duty of Rs. 15/1000 Rupees one thousand five hundred only  
 has been levied in respect of the instrument  
 from Sri/Smt. Prasad Reddy  
 on the basis of the agreed Market Value  
 consideration of Rs. 3029580/- being  
 higher than the consideration/agreed Market  
 Value

~~XXXXXX~~  
 Sub-Registrar  
 SECUNDERABAD  
 and Collector Us 41 & 42  
 of Indian Stamp Act, 1898



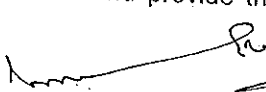
**CERTIFICATE OF REGISTRATION**

Registered as Document No: 1606  
 of 2004 ( 1926 SE )  
 of Book - 1 and assigned the  
 Identification Number 1606  
 for Scanning.

Date: 24/9/2004 Registering Officer ~~XXXXXX~~

Owner has agreed to provide certain facilities and allied amenities as details mentioned in the list annexed to this Agreement as "Annexure-1", hereinafter referred to as the 'Said Facilities' in the Leased Premises for the exclusive use and enjoyment of the Hirer and its employees and authorised representatives free from all encumbrances subject to the terms and conditions mentioned herein below. The Said Facilities are attached to and are part and parcel and / or deemed to be attached and part and parcel of the Leased Premises.

2. The Hirer shall pay to the Owner a sum of Rs. 1,01,880.00 (Rupees one lakh one thousand eight hundred and eighty only) from 1<sup>st</sup> December 2004 and thereafter a sum of Rs.2,03,760.00 (Rupees two lakhs three thousand seven hundred and sixty only) from 1<sup>st</sup> June 2005 as amenities charges per month for the Said Facilities apart from and along with the rent payable.
3. The Hirer shall pay the amenities charges apart from and along with the rent payable to the Owner in advance on or before the 7<sup>th</sup> of each month subject to statutory deduction as may be applicable.
4. The amenities charges mentioned in clause 2 above and payable to the Owner shall be enhanced at the rate of 12% after completion of initial period of two (2) years i.e. from 1<sup>st</sup> December 2006 and thereafter at the rate of 6% of the amenities charges once in every one (1) year of the last amenities charges paid.
5. The Hirer shall submit to the Owner the TDS certificates evidencing the income tax deducted on the Amenities charges with in two months from the end of every financial year.
6. The Owner shall provide three phase electricity supply of 750 KVA to the Leased Premises at her own cost and the Hirer shall pay for the electricity consumed at the applicable tariff as per the reading of the meter provided therein. However, the Owner may initially provide 400 KVA of HT power connection and later upgrade to 750 KVA as and when requested by the Hirer within sixty days of such request except for the reasons beyond the Owner control. In case of requirement for additional power over and above 750 KVA, as stated above, the Owner shall execute and provide the necessary documents and co-operate with the Hirer in

  
For Medi Properties & Investments Pvt. Ltd.

  
Managing Director

  
For Sonata Software Limited

Thomas K. Joseph  
Sr. Vice President & CFO

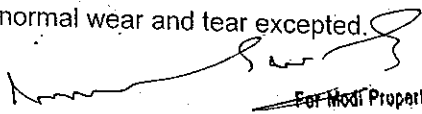
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ವ್ಯವಸ್ಥಾಪನಾ 1928 ಕ. ಕ. ನಂ.  
ಇಸ್ತೀಫಾ ನಂ. 9  
ಶಿ. ಕಾನೂನು ನಂ. 3

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obtaining the required additional power supply. All such expenses incurred for additional Power connection shall be solely borne by the Hirer.

7. The Owner shall provide three (3 nos.) Generator sets with a total capacity of 750 KVA to the Demised Premises at her own cost and the power backup will be available to the Hirer at all times during the lease period.
8. The Owner shall provide two automatic lifts of having capacity of 15 passengers each and one service lift of having capacity of 16 passengers to the Demised Premises.
9. The Owner shall provide for regular water supply through bore well and HMWSSB or any other authority or service providers at her cost and expenses. However, the Hirer shall bear and pay the charges for the water supplied during the lease period.
10. The Owner shall provide the Hirer to use the terrace and car parking space in two Basement levels proportionately allocated between all the floors in the Leased Premises.
11. The Hirer shall pay the Annual Maintenance Charges for existing Lifts and Generator and maintain all other equipments provided by the Owner to the Leased Premises.
12. The Owner shall permit and assist the Hirer to enter into Annual Maintenance Contracts for the maintenance of the Said Facilities to be provided by the Owner in the Leased Premises. It is also clarified that in the event that the service provided by such service providers as suggested by the owner are not to the satisfaction of the Lessee, the Lessee at it's own discretion can terminate such services without any further intimation to the owner and/or employ the services of another Service Provider.
13. The Hirer shall not remove any of the Said Facilities provided by the Owner at the Leased Premises and shall maintain the same in good and working order, normal wear and tear excepted.

  
For Modi Properties & Investments Pvt. Ltd.

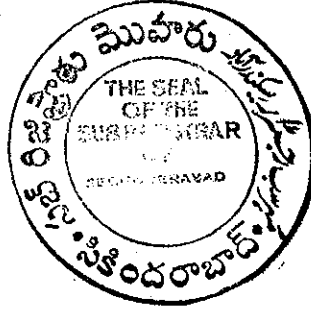
Managing Director

  
For Sonata Software Limited

Thomas K. Joseph  
Sr. Vice President & CFO

ఉస్తావేజా సంఖ్య 1606/1004  
వ పుస్తకము 1 1926 శా. శ. సం।  
ఉస్తావేజాల వెం. సం. సంఖ్య 9  
ఈ కాగితము వరుస సంఖ్య 4

~~వసంపాదక~~



For Sonata Software Limited

Thomas K. Joseph



14. This Agreement is co-terminus and co-extensive with the said Lease Deed of even date executed in respect of the Leased Premises and also the other six Lease Deeds and General Amenities Agreements executed and being registered simultaneously with this General Amenities Agreement by the Hirer and /or its subsidiary for the amenities in balance area of 7740 and 5580 square feet in ground floor, 13500 square feet in first floor, 16980 square feet in third floor and 17220 square feet in fourth floors in the commercial building known as "Greens Towers" Municipal No. 1-10-176, Begumpet, Secunderabad shall also stand terminated. The parties shall not be entitled to terminate this General Amenities without at the first instance terminating the said Lease Deed in respect of the Leased Premises. On expiry or earlier termination of the said Lease Deed, this General Amenities shall automatically and simultaneously be terminated and the Owner shall refund the entire amount of Security Deposit paid under the said Lease Deed to the Hirer, at the time of handing over vacant possession of the Leased Premises, failing which the Hirer shall be entitled to retain possession of the Said Facilities together with the Leased Premises till such time the entire amount of Security Deposit is refunded with interest at the rate of 18% per annum till the date of payment and during such period the Hirer shall be fully entitled to make use of the Leased Premises together with the Said Facilities without being liable to pay any rent or amenities charges or any other charges under this Agreement or any mesne profits in respect of the Leased Premises or the Said Facilities.
15. If the Hirer fails or defaults in payment of amenities charges payable to the Owner for three (3) consecutive months at any time, the Owner shall be entitled to determine this Agreement as well as the said Lease Deed by giving a notice of one (1) month to the Hirer and upon expiry of the notice period, be entitled to re-enter and take possession of the Leased Premises. In case the breach is cured within the notice period by paying amenities charges with interest at the rate of 18% per annum, the Owner shall not be entitled to terminate this Agreement and the said Lease Deed.
16. The Hirer shall have the right and option to terminate this Agreement and the said Lease Deed any time in case of breach of any of the provisions of this Agreement/default in providing any of the Said Facilities in the Leased Premises

For Modi Properties & Investments Pvt. Ltd

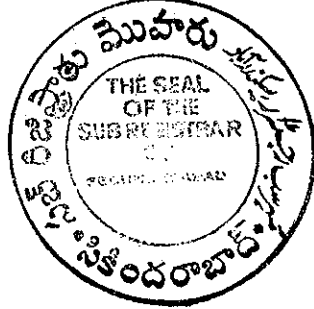
For Sonata Software Limited

Managing Director

Thomas K. Joseph  
Sr. Vice President & CFO

దస్తావేజు సంఖ్య 1606/2004  
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ఈ కాగితము వరుస సంఖ్య 5

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by the Owner by giving prior written notice of one (1) month in advance of the termination date, unless the Owner have cured the breach before expiration of the notice period and in which case the Agreement and the said Lease Deed shall not be terminated.

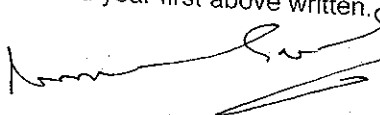

17. The Hirer shall have the right to install microwave tower and/or other data communications equipment on the terrace and air-conditioning units for its internal needs. The installations will be subjected to the structural limitation of the building. However, no structural change to the Leased Premises is to be done without the consent of the Owner, which shall not be unreasonably withheld by the Owner.
18. The Hirer shall use the Said Facilities with normal care and caution, however, normal wear and tear excepted.

**SCHEDULE ABOVE REFERRED TO**  
(Leased Premises)

ALL THAT the office space of entire Second Floor admeasuring 16980 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176/B, Begumpet, Secunderabad, Andhra Pradesh butted and bounded, that is to say, as follows :

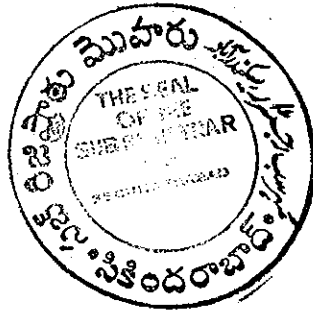
East	: Open to Sky, Drive way and Balance premises belonging to Lessor;
West	: Begumpet main Road;
North	: Open to Sky & Drive way;
South	: Open to Sky & Drive way;

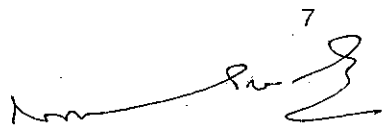
IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day month and year first above written.


  
 For Modi Properties & Investments Pvt. Ltd. For Sonata Software Limited  
 Managing Director **Thomas K. Joseph**  
**Sr. Vice President & CFO**

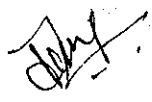
ఉస్తావేజు సంఖ్య 1606/2005  
ప వృత్తము 1 1028 కా శ ము  
ఉస్తావేజులు 9  
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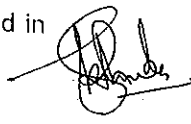
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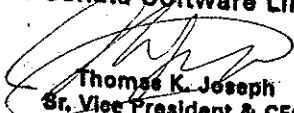
SIGNED AND DELIVERED by SMT. KOKILABEN J. KADAKIA the OWNER above named represented through her Power of Attorney Mr. Pramod Modi, at Hyderabad in the presence of:



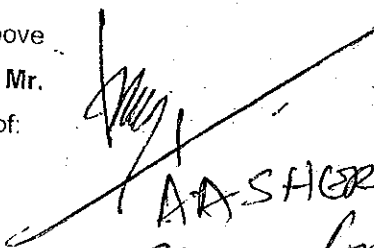
For Modi Properties & Investments Pvt. Ltd.  
  
Managing Director

SIGNED AND DELIVERED by and on behalf of MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, the CONFIRMING PARTY above named through its Managing Director, Mr. Soham Modi, at Hyderabad in the presence of: SOLOMON R RAO



For Sonata Software Limited  
  
Thomas K. Joseph  
Sr. Vice President & CFO

SIGNED AND DELIVERED by and on behalf of SONATA SOFTWARE LIMITED, the HIRER above named through its Senior Vice President & C.F.O., Mr. Thomas K. Joseph, at Hyderabad in the presence of:

  
AASHIRWAR  
Shreeya Gupta  
#2024 Hyderabad (C)  
Durga Rao

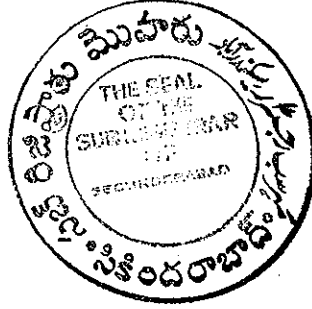
దస్తావేజు సంఖ్య 1606/200A

వస్తువు కమిషన్ సంఖ్య 1926 కా శ సం

దస్తావేజుల సంఖ్య 9

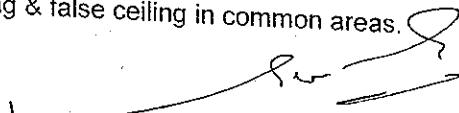
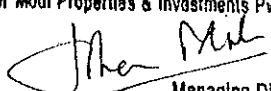
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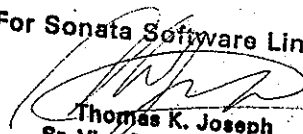
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## ANNEXURE-1

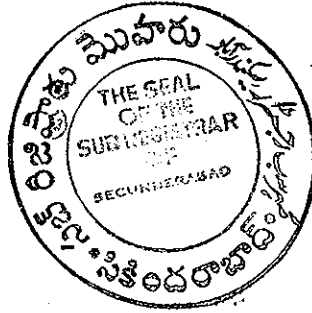
1. 100 KVA of LT power supply for common area lighting, fire safety and pumps & lifts.
2. 125 KVA generator as back up power for common area lighting, fire safety pumps & lifts.
3. Upto 750 KVA HT power supply for the office areas.
4. 3 Nos. generators with a total capacity of 750 KVA for backup power supply for office areas.
5. AMF panels for the generators.
6. Power supply through cables upto the electrical room on each floor.
7. Two 15 passenger lifts & one 15/16 passenger-cum-service lift.
8. Car and two wheeler parking in the basement floors in proportion of area occupied.
9. Use of common areas like terrace & electrical room.
10. Double glazed windows.
11. Toilets & plumbing.
12. Common area lighting.
13. Flooring & false ceiling in common areas.

  
For Modi Properties & Investments Pvt. Ltd.  
  
Managing Director

For Sonata Software Limited  
  
Thomas K. Joseph  
Sr. Vice President & CFO

దస్తావేజు సంఖ్య 1606/10000  
వ వు స్తకము 1 1926 శా. శ. సం.  
దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9  
ఈ కాగితము వరుస సంఖ్య 2


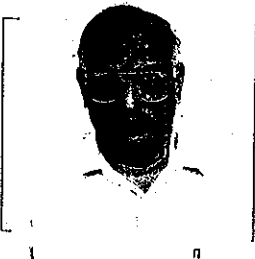
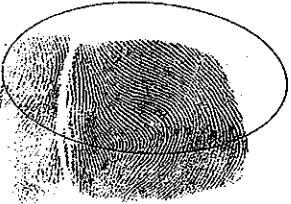



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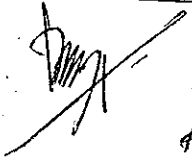


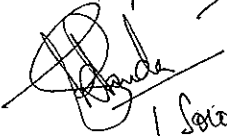
**PROFORMA**


**PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908**

SL.NO.	FINGER PRINT IN BLACK INK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH (BLACK & WHITE)	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / LESSOR / LESSEE
			<p>Mr. Pramod Modi                      No 1-8-165                      P G. Road                      Secunderabad</p>
			<p>Modi Properties &amp; Investments                      Limited                      Rep by: MD. Mr. Soham Modi                      No 5-4-187/344, 10 Floor                      Soham Mansion, H.G. Road                      Secunderabad</p>
			<p>Sonata Software Limited                      Rep by: N.P. &amp; CFO.                      Mr. Thomas K. Joseph                      APS Trust Build, Bull Temple                      Road, N.R. colony                      Bangalore - 19</p>

**SIGNATURE OF WITNESSES:**

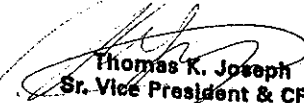
1.  A.A.S. Hossain  
 Shree Corp  
 H 202 Banda Road  
 Bangalore 560022

2.  (Solomon R. Panda)

  
 For Modi Properties & Investments Pvt. Ltd.

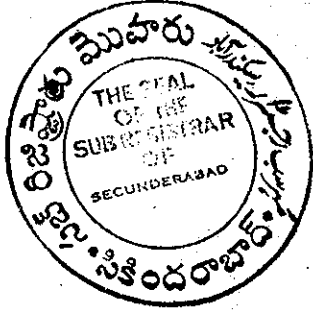
  
 Managing Director

For Sonata Software Limited

  
 Thomas K. Joseph  
 Sr. Vice President & CFO  
 SINGATURE OF THE EXECUTANT/S

ఎస్టాబ్లిష్మెంట్ సంఖ్య 1606/2004  
వస్తువుల కమిషన్ సంఖ్య 1926 శా. శా. సంఖ్య  
దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9  
ఈ కాగితము వరుస సంఖ్య 9

~~సర్టిఫైడ్~~



సెకండరాబాద్  
1926