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Srinivas
B. SRINIVAS AY 685787

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S.No. 17666 Date 23/08/13 Rs. 100/-

Sold To *Rajesh J. Kadakia*

S/o D/o W/o *Late Jayantilal M Kadakia*

For Whom *self & others*

GENERAL AMENITIES AGREEMENT

THIS GENERAL AMENITIES AGREEMENT is made and executed on this 9th day of October Two Thousand Thirteen BETWEEN

1. Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 58 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at # 91, South Elcamino, Real Samclemante, California – 92672, U.S.A
2. Sharad J Kadakia S/o. Late Jayantilal M Kadakia, aged about 54 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at The Greens Group, 14252 Culver Drive Suite A-358, Irvine CA 924604, U.S.A.

Hereinafter jointly referred to as "OWNER" and severally as Owner No. 1 and Owner no. 2 (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representative and assigns) of the First Part.

Charudharm Kadakia
For Modi Properties & Investments Pvt. Ltd.
[Signature]
Managing Director

Rajesh Kadakia
[Signature]
MANOHARI VATSAVAI
COMM...1965238
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. Jan 27, 2016

AND

Modi Properties & Investment Private Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 duly represented by Mr. Soham Modi, Managing Director or the Company hereinafter referred to as “CONFIRMING PARTY” (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and/or assigns) of the Second Part.

AND

M/s. Sonata Software Limited a Company duly incorporated under the Companies Act, 1956 having its office at No. 208, T.V. Industrial Estate, S.K. Ahire Marg, Worli, Mumbai – 400 030 and corporate office at APS Trust Building, Bull Temple Road, N.R. Colony, Bangalore-5600019, duly represented by Mr. Anand Krishnan, Head- Administration of the company hereinafter called as the “HIRER” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and/or assigns) of the Third Part.

- A. WHEREAS by the Lease Deed of even date (hereinafter referred to as the ‘said Lease Deed’) made between the Lessor herein, Modi Properties & Investments Private Limited, the Confirming Party herein and Sonata Information Technology Limited, the Hirer herein, for the consideration and on the terms and conditions mentioned therein, the Owner has granted the lease of the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area in the commercial building known as “GREENS TOWERS” situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, hereinafter referred to as the ‘Leased Premises’ in favour of the Hirer for a period of ten (10) years with effect from 1st December 2013.
- B. 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.
- C. 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 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 the Owner a sum of Rs. 20,12,400.00 (Rupees Twenty Lakhs Twelve Thousand Four Hundred only) from 1st December 2013 subject to an annual increase given hereunder, as amenities charges per month for the Said Facilities apart from and along with the rent payable. In addition to the amenities charges the Hirer shall pay service tax at the applicable rate on the said amenities charges to the Owner. The Hirer shall pay the Owner amenities charges of Rs. 20,12,400/- (Rupees Twenty Lakhs Twelve Thousand Four Hundred only) per month to the Owner by an account account payee cheque in the name of the Owners only as under: -

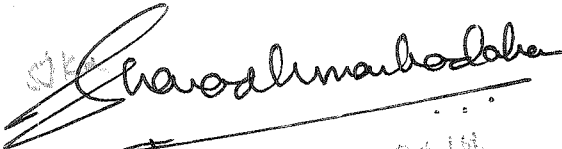
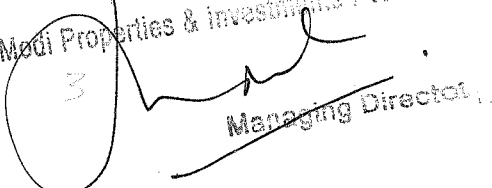
In the name of Rajesh J Kadakia : Rs. 10,06,200/-
In the name of Sharad J Kadakia : Rs. 10,06,200/-

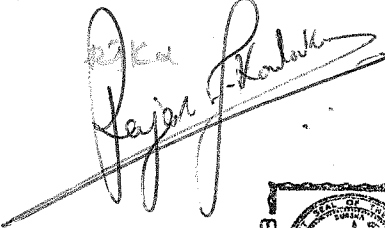


For Modi Properties & Investments Pvt. Ltd.
Managing Director

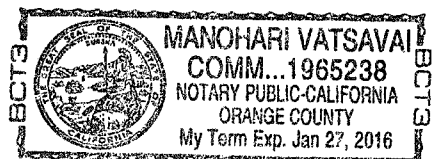
Page 2 of 6



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 7th 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 6% once in every one (1) year of the last amenities charges paid.
5. The Hirer shall submit to the Owner the TDS certificate evidencing the income tax deducted on the amenities charges within 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 their own cost and the Hirer shall pay for the electricity consumed at the applicable tariff as per the reading of the meter provided therein. 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 obtaining the required additional power supply. All such expenses incurred shall be solely borne by the Hirer.
7. The Owner shall provide three (3nos.) Generator sets with a total capacity of 750 KVA to the Demised Premised at their 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 their 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 its 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 Medi Properties & Investments Pvt. Ltd.

 Managing Director



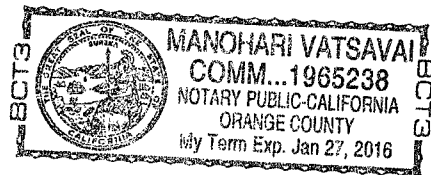
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14. This Agreement is co-terminus and co-extensive with the said Lease Deed of even date executed in respect of the Leased Premises consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet shall stand terminated. The parties shall not entitled to terminate this General Amenities Agreement 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 means 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 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 shall be accepted.

Shivakumar Reddy

For Modi Properties & Investments Pvt. Ltd.
[Signature]
 Managing Director

[Signature]



[Signature]

cm

SCHEDULE ABOVE REFERRED TO

(Leased Premises)

ALL THAT the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "Greens Towers" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh butted and bounded, that is to say as follows:

East : Premises belonging to Lessor;
West : Begumpet Main Road;
North : Neighbours Property;
South : Common passage and Neighbours property;

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

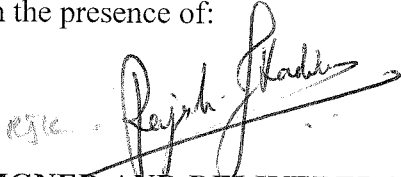


SIGNED AND DELIVERED by **SHARAD J KADAKIA**, the **Owner No. 1** above named,

in the presence of:

MANOHARI VATSAVAI

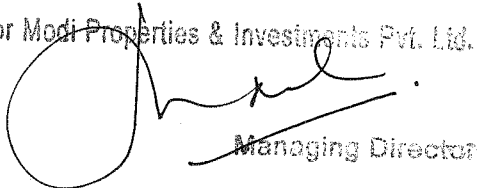


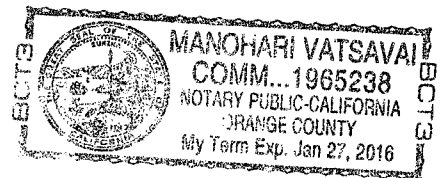


SIGNED AND DELIVERED by **RAJESH J KADAKIA**, the **Owner No. 2** above named,
in the presence of:

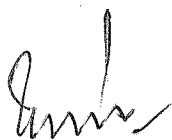
MANOHARI VATSAVAI

For Modi Properties & Investments Pvt. Ltd.


Managing Director

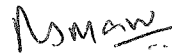



SIGNED AND DELIVERED by and on behalf of **MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED** the **CONFIRMING PARTY** above named through its Managing Director, **Mr. Soham Modi**, at Hyderabad in the presence of:



SIGNED AND DELIVERED by and on behalf of **SONATA SOFTWARE LIMITED** the **HIRER** above named through its Head Administration, **Mr. Anand Krishnan**, at Hyderabad in the presence of:

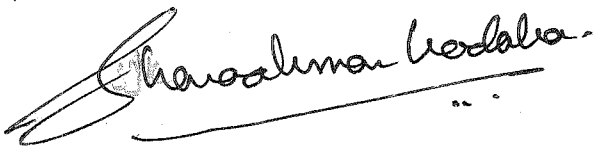
Witness:

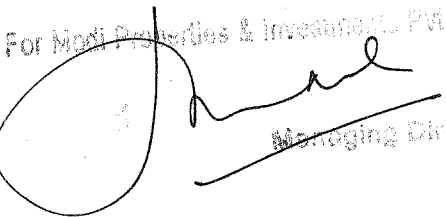
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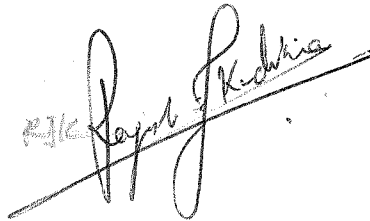


ANNEXURE -1

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. Toilet & plumbing.
12. Common area lighting.
13. Flooring & false ceiling in common areas.



For Modi Properties & Investments Pvt. Ltd.

Managing Director



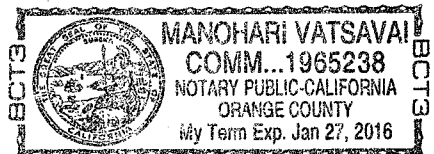
State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 6th
day of SEPT. 20 13, by SHARAD J. KADAVIL
proved to me on the basis of satisfactory evidence to be the AND
person(s) who appeared before me. RAJESH J. KADAVIL

(Seal)

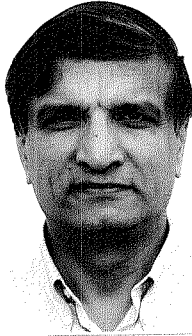
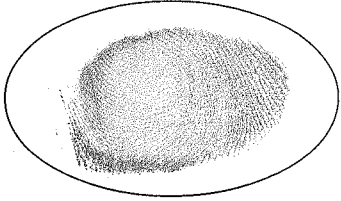
Signature Manohar Vatsava





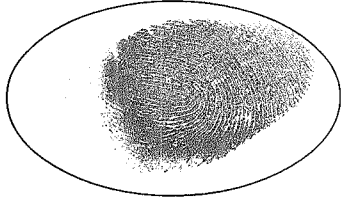
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

| SL.NO. | FINGER PRINT IN BLACK (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH BLACK & WHITE | NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER |
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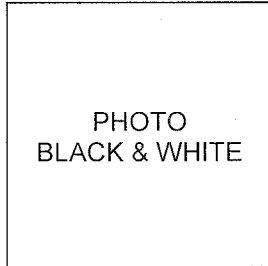
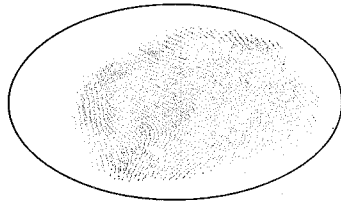
OWNER:

3. SHRI. RAJESH J. KADAKIA
S/O. LATE JAYANTILAL M. KADAKIA
R/O. H. NO: 5-2-223, "GOKUL"
3RD FLOOR, DISTILLERY ROAD
HYDERBASTI, SECUNDERABAD
AND PRESENTLY RESIDING # 91
SOUTH ELAMINO
REAL SAMCLEMANTE
CALIFORNIA 92672, USA.



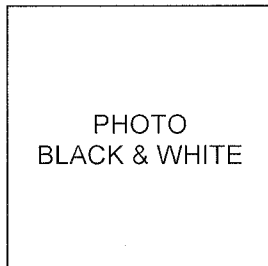
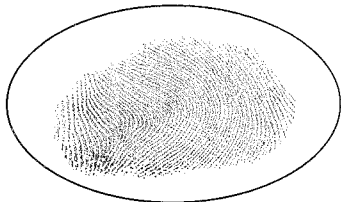
4. SHRI. SHARAD J. KADAKIA
S/O. LATE JAYANTILAL M. KADAKIA
R/O. H. NO: 5-2-223, "GOKUL"
3RD FLOOR, DISTILLERY ROAD
HYDERBASTI, SECUNDERABAD
PRESENTLY RESIDING AT
THE GREENS GROUP, 14252
CULVER DRIVE SUITE
A-358, IRVINE, CA - 924604, USA.

SPA FOR PRESENTING



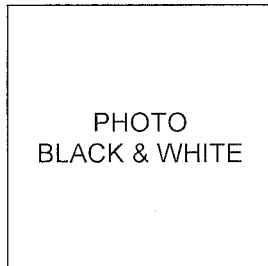
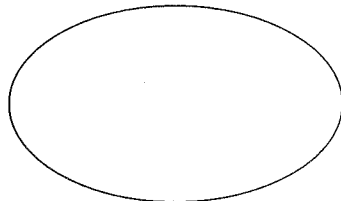
SHRI. SOHAM MODI
S/O. SHRI. SATISH MODI
R/O. PLOT NO. 280, ROAD NO. 25
JUBILEE HILLS, HYDERABAD
HAVING ITS OFFICE AT 5-4-187/ 3 & 4
2ND FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.

CONFIRMING PARTY:



M/S. MODI PROEPRITIES & INVESTMENTS PVT.
LTD., HAVING ITS OFFICE AT 5-4-187/ 3 & 4
2ND FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003
REP. BY ITS MANAGING DIRECTOR
SHRI. SOHAM MODI
S/O. SHRI. SATISH MODI.

HIRER:



M/S. SONATA SOFTWARELIMITED,
A COMPANY DULY INCORPORATED
UNDER THE COMPANIES ACT, 1956 HAVING
ITS OFFICE AT NO. 280, T. V. INDUSTRIAL ESTATE
S. K. AHIRE MARG, WORLI, MUMBAI - 400 030
AND CORPORATE OFFICE AT 193, R. V. ROAD
BASAVANAGUDI, BANGALORE – 560 004

SIGNATURE OF WITNESSES: For Modi Properties & Investments Pvt. Ltd.

1. Manohar Vatsava
2. Eru H.

Sharad J. Kadakia
Managing Director

ESC Rajesh J. Kadakia
SIGNATURE OF LESSOR

State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 6th
day of SEPT, 2013, by SHARAD J. KADAKIA AND
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me. RAJESH J. KADAKIA
SIGNATURE(S) OF LESSEE



(Seal) Signature Manohar Vatsava