



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856501

S.No. 41180 Date 19/10/2010 Rs. 100
 Sold to Razia Banu
 S/o B/o W/o Syed Mehdi
 For Whom Self

[Signature]
K. SATISH KUMAR
 SVL.No.13/2000 R.No.16/2009
 5-2-30, Premavathipet (V),
 Rajendranagar (M), R.R. Bist.

GENERAL AMENITIES AGREEMENT

This General Amenities Agreement made and executed at Secunderabad on this the 20th day of October, 2010 by and between:

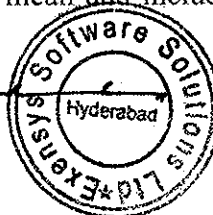
1. MR. SYED MEHDI S/o MR. SYED MOHAMMED, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020
2. MRS. RAZIA BANO W/O MR. SYED MEHDI, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, (hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, wherever the context so require, which expression, unless repugnant to its context, shall mean and include their heirs, successors-in-interest, legal representatives, executors, administrators, permitted assigns etc.) of the First Part.

AND

M/s. EXENSYS SOFTWARE SOLUTIONS LTD, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "HIREE" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the Second Part.

[Signature]


For SOHAM MODI For SOHAM MODI
 For SOHAM MODI For SOHAM MODI
 (GPA Holder of Razia Banu) (GPA Holder of Syed Mehdi)
 (GPA Holder of Sved Mehdi)

For SOHAM MODI

For SOHAM MODI (GPA Holder of Syed Mehdi)

WITNESSETH

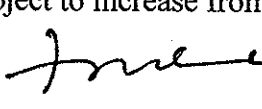
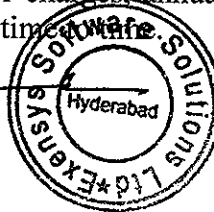
- A. The HIREE has obtained on lease vide Lease Agreement dated 01/09/2010 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) from the HIRERS. At the request of the HIREE, the HIRERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from and along the rent payable to the HIRERS.
- B. **WHEREAS** the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a Specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.


NOW THIS DEED WITNESSETH AS UNDER

1. The HIREE shall pay amenities charges and service charges per month as per details give below apart from and along with the rent payable as per the details given below:

Rent payable for the period	Hiree No. 1	Hiree No. 2	Modi Properties & Investment Pvt. Ltd.,
From 1.9.10 to 31.8.2011	62,100/-	62,100/-	21,600/-
From 1.9.11 to 31.8.2012	74,520/-	74,520/-	25,920/-
From 1.9.12 to 31.8.2013	91,080/-	91,080/-	31,680/-
From 1.9.13 to 31.8.2014	1,07,640/-	1,07,640/-	37,440/-
From 1.9.14 to 31.8.2015	1,24,200/-	1,24,200/-	43,000/-
From 1.9.15 to 31.8.2016	1,44,900/-	1,44,900/-	50,400/-

1. The HIREE shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the Owner.
2. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
3. Any default in the payment of amenity charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
4. The HIREE shall bear the building maintenance charges for maintenance of common areas, common area security, water charges, annual maintenance charges for lifts and generators, etc. subject to increase from time to time.

For SOHAM MODI

(GPA Holder of Razia Banu)

For SOHAM MODI

(GPA Holder of Syed Mehdi)

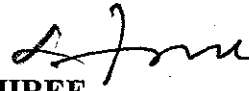
PARTICULARS OF AMENITIES.

1. Provision of electric power connection.
2. Provision of municipal water connection.
3. Provision of windows and doors.
4. Provision of toilets
5. Provision of common parking for cars & scooters.
6. Provision of lift.
7. Provision of security grills and shutters.

IN WITNESS WHEREOF the HIREE and the HIRERS have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. A.S. Reddy
2. Vinutha

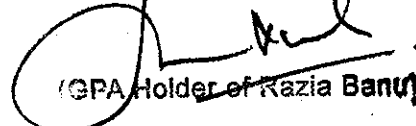


HIREE

For Exensys Software Solutions Ltd.,



**For HIRER No. 1
For SOHAM MODI**

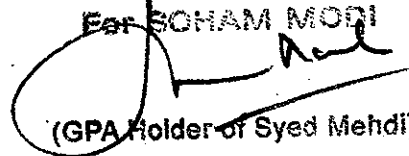


(GPA Holder of Razia Banu)

**(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)**

For HIRER No. 2

For SOHAM MODI



(GPA Holder of Syed Mehdi)

**(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)**



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856503

S.No. 418 Date 19/10/2010 Rs. 100
 Sold to Razia Bano
 S/o. D/o. W/o. Syed Mehdi
 For Whom Syeda

K. Satish Kumar
K. SATISH KUMAR
 SVL.No.13/2000 R.No.16/2009
 5-2-30, Premavathipet (V),
 Rajendranagar (M), R.R. Dist.

LEASE DEED

This Lease Deed is made and executed at Secunderabad on this the 20th day of October 2010 by and between:

M/s. **EXENSYS SOFTWARE SOLUTIONS LTD**, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "LESSEE" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the First Part.

AND

1. **MR. SYED MEHDI S/o MR. SYED MOHAMMED**, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020
2. **MRS. RAZIA BANO W/O MR. SYED MEHDI**, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, II floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi.

Syeda

For **SOHAM MODI**
Soham Modi
 (GPA Holder of Razia Bano)
 For **SOHAM MODI**
Soham Modi
 (GPA Holder of Syed Mehdi)

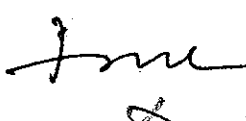

(hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1 & LESSOR No. 2 respectively, wherever the context so requires, which expression, unless repugnant to its context, shall mean and include their heirs, successors-in-interest, legal representatives, executors, administrators, permitted assigns etc.,) of the Second Part.


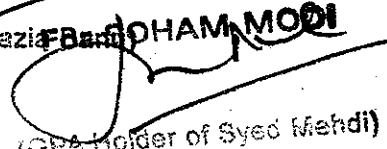
- A. **WHEREAS** the Lessors are the absolute legal owners of the building and got valid, clear and marketable title, interest and powers to Lease commercial premise known as R M Mansion bearing Municipal No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) (entire building) of the premises (hereinafter referred o as the "Leased Premises").
- B. **AND WHEREAS** the Lessee is a registered IT Firm, requires the Leased Premises on lease for the purpose of running an IT development Centre/ IT hardware or software related commercial/ Call Centre/ office or any other related business.
- C. **WHEREAS** the Lessors have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The Lessors have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc, (attached as Annexure-I herein).
- D. **KNOW ALL MEN BY THESE PRESENTS THAT** in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the Lessors hereby grant and the Lessee hereby taken on lease the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor), more particularly described at the foot of this document, on the following terms and conditions: -

NOW THIS DEED WITNESSETH AS UNDER

1. The Lessors have agreed to grant and the Lessee has agreed to take the Leased Premises on lease on monthly rent basis for the Lease Period of 6 years which will commence from 1st September, 2010 and shall end on 31st August, 2016 unless the lease is determined earlier in accordance with the terms and conditions of this Lease Deed.
2. The Lessee shall pay to the Lessors rent for the Leased Premises on monthly basis, hereinafter referred to as "Rent". The Rent shall be paid every succeeding month during the period of agreement after deduction of TDS or any other deduction as applicable.
3. The Lessee shall pay a rent per month as per the details below. Rent specified below is exclusive of applicable service tax. The Lessors shall raise invoice on Lessee for rent on monthly basis. The details of monthly rent payable are as under:

Rent payable for the period	Lessor No. 1	Lessor No. 2
From 1.9.10 to 31.8.2011	62,100/-	62,100/-
From 1.9.11 to 31.8.2012	74,520/-	74,520/-
From 1.9.12 to 31.8.2013	91,080/-	91,080/-
From 1.9.13 to 31.8.2014	1,07,640/-	1,07,640/-
From 1.9.14 to 31.8.2015	1,24,200/-	1,24,200/-
From 1.9.15 to 31.8.2016	1,44,900/-	1,44,900/-

For SOHAM MODI

 (GPA Holder of Razia Faridi)

 (GPA holder of Syed Mehdi)

4. The LESSEE shall pay an amount of **Rs. 16,20,000/- (Rupees Sixteen Laksh Twenty Thousand Only)** towards Security Deposit, being equal to 12 months rent. The Lessee has already paid Rs. 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only) as under:

Cheque Dt.	Cheque No.	Bank	Name	Amount
01/07/2003	13677	HSBC	Syed Mehdi	50,000
01/07/2003	13678	HSBC	Razia Bano	50,000
02/09/2003	22572	HSBC	Syed Mehdi	50,000
01/11/2003	018702	HSBC	Syed Mehdi	1,85,000
01/11/2003	018703	HSBC	Razia Bano	2,35,000
08/09/2005	824880	ICICI	Syed Mehdi	1,20,000
08/09/2005	824881	ICICI	Razia Bano	1,20,000
			TOTAL	8,10,000

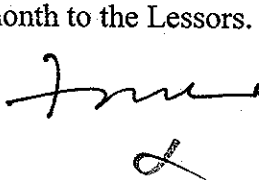
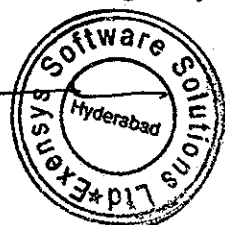
The Balance of Security Deposit amounting to Rs.8,10,000/- shall be paid as under:

Cheque Dt.	Cheque No.	Bank	Name	Amount
10/10/2010	359075	SBH	Syed Mehdi	1,35,000
10/10/2010	359076	SBH	Razia Bano	1,35,000
10/11/2010	359077	SBH	Syed Mehdi	1,35,000
10/11/2010	359078	SBH	Razia Bano	1,35,000
10/12/2010	359079	SBH	Syed Mehdi	1,35,000
10/12/2010	359080	SBH	Razia Bano	1,35,000
			TOTAL	8,10,000

The Lessee shall increase the security deposit every year on or before 31st August of each year, as per the details given below, such that 12 months rent is maintained as deposit at all times on the then prevailing rent, which shall be refunded by the Lessors to the Lessee at the time of vacating and satisfactory handing over of the premises. The Lessee shall not be entitled to any interest on the Security Deposit lying with the Lessors.

Period	Security deposit to be paid in favour of Lessor No. 1	Security deposit to be paid in favour of Lessor No. 2
From 1.9.10 to 31.8.2011	4,05,000	4,05,000
From 1.9.11 to 31.8.2012	1,62,000	1,62,000
From 1.9.12 to 31.8.2013	2,16,000	2,16,000
From 1.9.13 to 31.8.2014	2,16,000	2,16,000
From 1.9.14 to 31.8.2015	2,16,000	2,16,000
From 1.9.15 to 31.8.2016	2,70,000	2,70,000

5. The lease shall be for a period of 6 years commencing from 1st day of September, 2010. This agreement of lease between the said Lessors and the said Lessee can be terminated by the Lessee with an advance notice of three months. However, the Lessee shall not be entitled to terminate the lease in the middle of the English calendar month. This lease shall be renewed only on mutually agreed terms.
6. The expenses of stamp duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the Lessee in full.
7. The Lessee shall pay the rent regularly each month on or before the 7th day of the succeeding month to the Lessors.

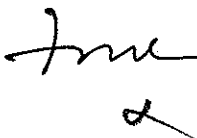



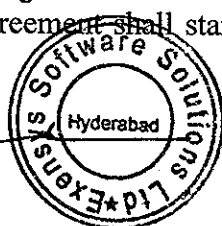
For **SOHAM MODI**
 (CPA Holder of Razia Bano SOHAM MODI
 (CPA Holder of Syed Mehdi))

8. The Lessee shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from the rent.
9. The Lessee shall keep the demised portion in a neat and habitable condition.
10. The Lessee shall carry out all minor repairs and regular maintenance at their own cost.
11. The Lessee shall utilize the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegal activity.
12. The Lessee shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
13. The Lessee shall permit the Lessors or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.
14. The Lessee shall be liable to pay all taxes, levies, charges like VAT, service tax, etc., that are payable or shall become payable to any government or statutorily authority from time to time as applicable.
15. The Lessors shall pay the property taxes pertaining to the leased premises.
16. The Lessors agrees not to cause any hindrance to the Lessee in the enjoyment of the demised portion provided the Lessee observes all the covenants without defaults as specified above.
17. The Lessors acknowledges that the Lessee has installed the following infrastructure in the Leased Premises as on today such as electrical fittings, false ceiling, air conditioning, partitions, doors & windows, DG set, Work Stations, cafeteria, furniture and fittings, transformer, installations etc., and any other system or infrastructure that the Lessee has installed at their own cost. The Lessors agrees to allow the Lessee to remove the items installed by the Lessee at the time of vacating the Leased Premises on the expiry of the lease or on termination of the lease which ever is earlier. Alternatively the Lessors may purchase the items provided on mutually agreed terms.
18. Any notice required to be served upon the Lessee shall deemed to have been sufficiently served upon it if posted to it by Registered Acknowledgement due post or left at the Leased Premises and acknowledged by the Lessee's authorized officer on its behalf, or delivered and acknowledged by an authorized officer of Lessee at the Leased Premises.
19. Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure is, either wholly or partly, due to Force Majeure conditions which means and includes, floods, strikes, earthquakes or other acts of God, or any acts of any governmental body or public enemy, wars, riots, embargoes, epidemics, fires or circumstances or contingencies beyond the control of such Party.

The Party affected by such Force Majeure condition shall forthwith notify in writing, the other Party of the nature and extent thereof, and shall, to the extent reasonable and lawful under the circumstances, uses its best efforts to remove or remedy such cause as soon as possible.

If the Force Majeure condition in question prevails for a continuous period of thirty (30) days, the Parties shall enter into bona fide discussion with a view to alleviating its effect on this Agreement by agreeing to such alternative arrangement as may be fair and reasonable. In case the parties do not agree to reach at an alternative arrangement within thirty (30) days of the discussion, the Agreement shall stand terminated automatically after the expiry of such thirty (30) days.


2



FOR SOHAM MODI
FOR SOHAM MODI
GPA Holder of Razia Banu
GPA Holder of Syed Mehdi

20. **Arbitration:** In case any differences or disputes arise under or in respect of this lease deed whether relating to the scope, interpretation, implication or otherwise of its terms and conditions or any other dispute or difference connected with the lease, the same shall be referred to the 3 arbitrators. One arbitrator shall be appointed by each of the party and the third arbitrator shall be appointed by both the arbitrators. The parties agree that the disputes and differences shall be decided in accordance with the Arbitration and Conciliation Act, 1996 or any enactment thereof. The venue for the Arbitration shall be Hyderabad and shall be conducted in the English language.

21. **Severability:** In the event that any provision of this agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties from any, relevant competent authority, the parties will:

- A) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- B) at the discretion of the parties such provision may be severed from this agreement
- C) the remaining provision of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

DESCRIPTION OF THE LEASED PREMISES



All that portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing premises No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) bounded by:

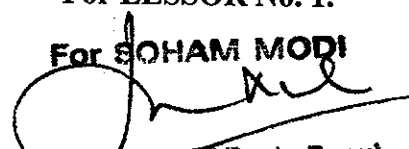
NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

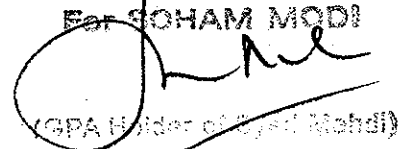
In witness whereof the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

WITNESSES:

- 1. A-S Reddy
[Signature]
- 2. Vinutha
[Signature]


LESSEE
 For Exensys Software Solutions Ltd.
 

For LESSOR No. 1.
For SOHAM MODI

 (GPA Holder of Razia Banu)
 (Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)

for LESSOR No. 2.
For SOHAM MODI

 (GPA Holder of [Name])
 (Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)