

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

03AA 697279

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

Serial No : 2708
For Whom :
SONATA SOFTWARE LIMITED
HYDERABAD



GENERAL AMENITIES AGREEMENT

THIS GENERAL AMENITIES AGREEMENT is made and executed at Hyderabad on this 15th 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

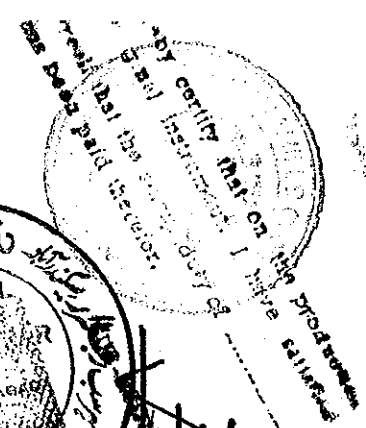
MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.D. Road, Secunderabad duly represented by Mr. Soham Modi, Managing Director of the Company hereinafter called the "CONFIRMING 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;

For Modi Properties & Investments Pvt. Ltd. For Sonata Software Limited

[Signature]
Managing Director

[Signature]
Thomas K. Joseph
Sr. Vice President & CFO

వచ్చిన కమ్యూనికేషన్లు 1926 వ. శ. శ. నాడు
 డిప్యూటీ జూరల్ మొత్తం కాగితముల సంఖ్య 9
 ఈ కాగితము వరుస సంఖ్య



2004వ సంవత్సరము నవంబరు 10న
 గంతుల మధ్య సికింద్రాబాద్ పబ్-రిజిస్ట్రారు కార్యాలయములో
 శ్రీ. P. R. Lakshminarayana Murthy వంటి వ్యక్తులను 1986 లోని
 సెక్షన్ 32 ననుసరించి సమర్పించబడిన ఫోటో గ్రాఫులు మరియు
 వేలిముద్రలతో సహా దాఖలుచేసి దుసుము రూ. 15,000/-
 వెలానుద్వారా చెల్లించినారు.
 వ్రాసియున్నట్లు ఒప్పుకొన్నది
 ఎకమంబు వేలిముద్రలు



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

John Mul.

2. NAME Soham Modi S/O. SATISH MODI
 OCC Business R/O. Plot No. 26, Rd No. 25, Subite Hills, Hyderabad.

[Signature]

3. NAME Thomas K. Joseph S/O. JOSEPH KRAVEN
 OCC STRVILE R/O. APS Trust, Bull Temple Rd, N R Colony, Bangalore. 560 013

రెజిస్ట్రారు

1) [Signature]

NAME A-A. Shewll S/O. D. A. G. Shewll
 OCC Business R/O. 2nd Gandhi Road, Bangalore 560042

2) [Signature]

NAME Solomon R Panda S/O. K. Panda
 OCC Govt. SERVICE R/O. 5-4-183/2 14 MG Rd, Jule Dora

2004వ సంవత్సరము నవంబరు 10న వేది సహా
 1926వ శ. శ. నాడు మా సంఖ్య వేది

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**;

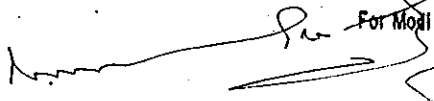
WHEREAS by a Lease Deed of even date (hereinafter referred to as the '**said Lease Deed**') made between Smt. Kokilaben J. Kadakia, therein called the Lessor of the First Part, the Owner herein, Modi Properties & Investments Private Limited, therein called Confirming Party of the Second Part, the Confirming 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 Third 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/C, 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 1st 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

దస్తావేజు సంఖ్య 1614/2004
 వ పుస్తకం 1
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[Handwritten signature]

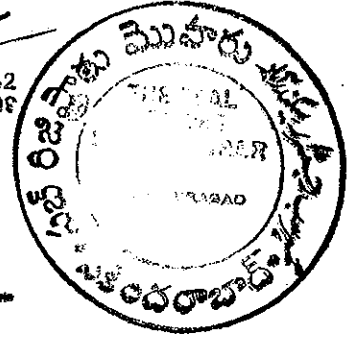
**OFFICE OF THE SUB-REGISTRAR
SECUNDERABAD**

Endorsement Under section 42 of ACT II of 1899

No. 1614 of 2004 Date 24/9/2004

I hereby certify that the proper / deficit stamp Duty of Rs. 51500 / Rupees one Lakh fifty one thousand five hundred only has been paid in respect of the Instrument from Sri/Smt. Pramed modi on the basis of the agreed Market Value consideration of 3029530/- being higher than the consideration/agreed Market Value

[Handwritten signature]
 Sub Registrar
 SECUNDERABAD
 and Collector of Stamps 41 & 42
 of Indian Stamp Act, 1899



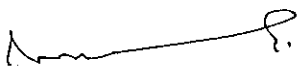
CERTIFICATE OF REGISTRATION

Registered as Document No: 1614
 of 2004 (1926 SE)
 of Book - F and assigned the
 Identification Number 1608 L-1781-2004
 for Scanning.

Date: 24/9/2004
[Handwritten signature]
 Registering Officer

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 1st December 2004 and thereafter a sum of Rs.2,03,760.00 (Rupees two lakhs three thousand seven hundred and sixty only) from 1st 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 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 12% after completion of initial period of two (2) years i.e. from 1st 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 Modi Properties & Investments Pvt. Ltd.

John Mod
Managing Director

For Sonata Software Limited

Joseph
Sr. Vice President & CFO

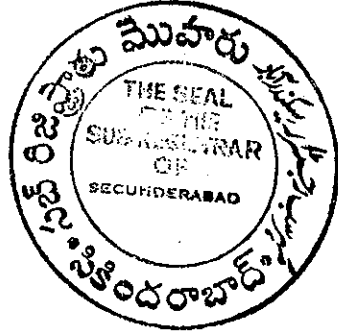
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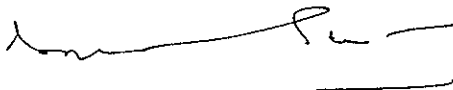
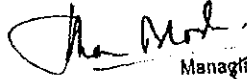

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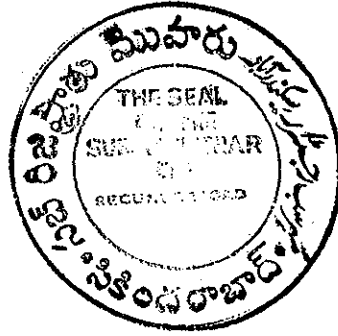
obtaining the required additional power supply. All such expenses incurred for additional Power connection shall be solely borne by the Hirer.

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. **F50 Sonata Software Limited**
Managing Director **THANESH K. JOSHI**
Business Development CPO

ఉస్తావేజా సంఖ్య 1614/2008
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ఈ తాగితము వరుస సంఖ్య 67

~~పబ్లికేషన్~~



For Bonara Brothers Limited

THE REGISTRAR OF COMPANIES
HYDRABAD

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 second 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.

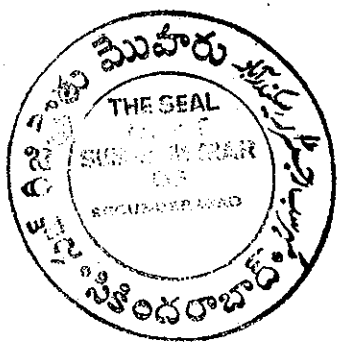
For Sonata Software Limited

Managing Director

Thomas K. Joseph
Sr. Vice President & CFO

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~~పబ్లికేషన్~~



For Government of Andhra Pradesh

Joseph K. Joseph
Joint & CFO

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.

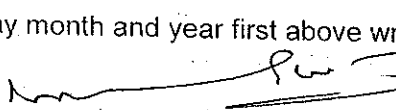
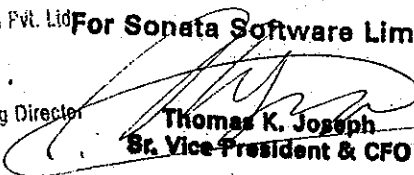
17. The Hirer shall have the right to install microwave tower and/or other data communications equipment on the terrace and air-conditioning units for its internal needs. The installations will be subjected to the structural limitation of the building. However, no structural change to the Leased Premises 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 Third 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/C, 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
	John Mul Managing Director		Thomas K. Joseph Sr. Vice President & CFO

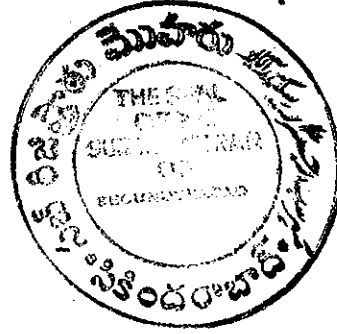
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ఈ తాదికము 6

~~1926~~



Printed & Published by
Sri Venkateswara Press

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 Bawa

For Sonata Software Limited

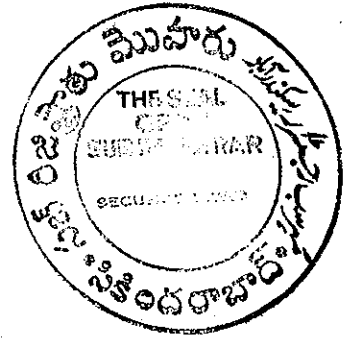
Thomas K. Joseph
Sr. Vice President & CFO

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:

AAS HERRICK
Sherry's Corp
200 E. Hardin Blvd
Bauyalla 560042

దస్తావేజు సంఖ్య 1614/2004
వ పుస్తకము 1 1926 శా. శ. సం.
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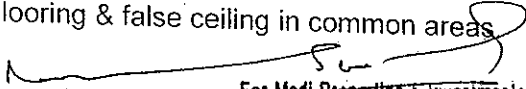
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THE STATE LIBRARY
HYDRABAD

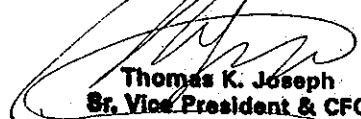
ANNEXURE-1

1. 100 KVA of LT power supply for common area lighting, fire safety and pumps & lifts.
2. 125 KVA generator as backup 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.

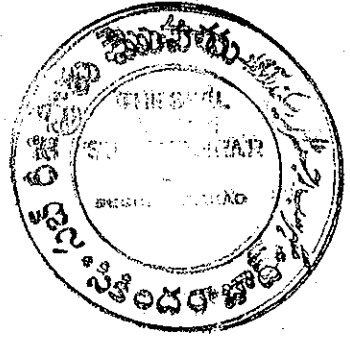

Managing Director

For Sonata Software Limited


Thomas K. Joseph
Sr. Vice President & CFO

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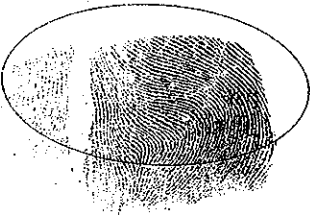



~~పబ్లికేషన్~~



Printed and Published by
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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
			<u>Mr. Pramod Modi</u> <u>No 1-8-165</u> <u>P. G. Road</u> <u>Secunderabad</u>
			<u>Modi Properties & Investments</u> <u>Limited</u> <u>Rep by: HD. Mr. Saham Modi</u> <u>No 5-4-187/344, III Floor</u> <u>Saham Mansion, H.G. Road</u> <u>Secunderabad</u>
			<u>Sonata Software Limited</u> <u>Rep by: N.P. & CFO.</u> <u>Mr. Thomas K. Joseph</u> <u>APS Trust Build, Bull Temple</u> <u>Road, N.R. Colony</u> <u>Bangalore - 19</u>

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

SIGNATURE OF WITNESSES:

1. *[Signature]* A. A. SHEKHAR
Shree Corp
Asok, Haveli Road
Bangalore 56002

2. *[Signature]*
(Solomon R Panwar)

[Signature] Mr. Md.
Managing Director

For Sonata Software Limited
[Signature]
Thomas K. Joseph
Gr. Vice President & CFO
SINGATURE OF THE EXECUTANT/S

దస్తావేజు సంఖ్య 1614/2004

వస్తువు కమిషన్ 1 1926 శా. శా. సూ.

దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9

ఈ కాగితము వరుస సంఖ్య 9

~~సమాప్తము~~

