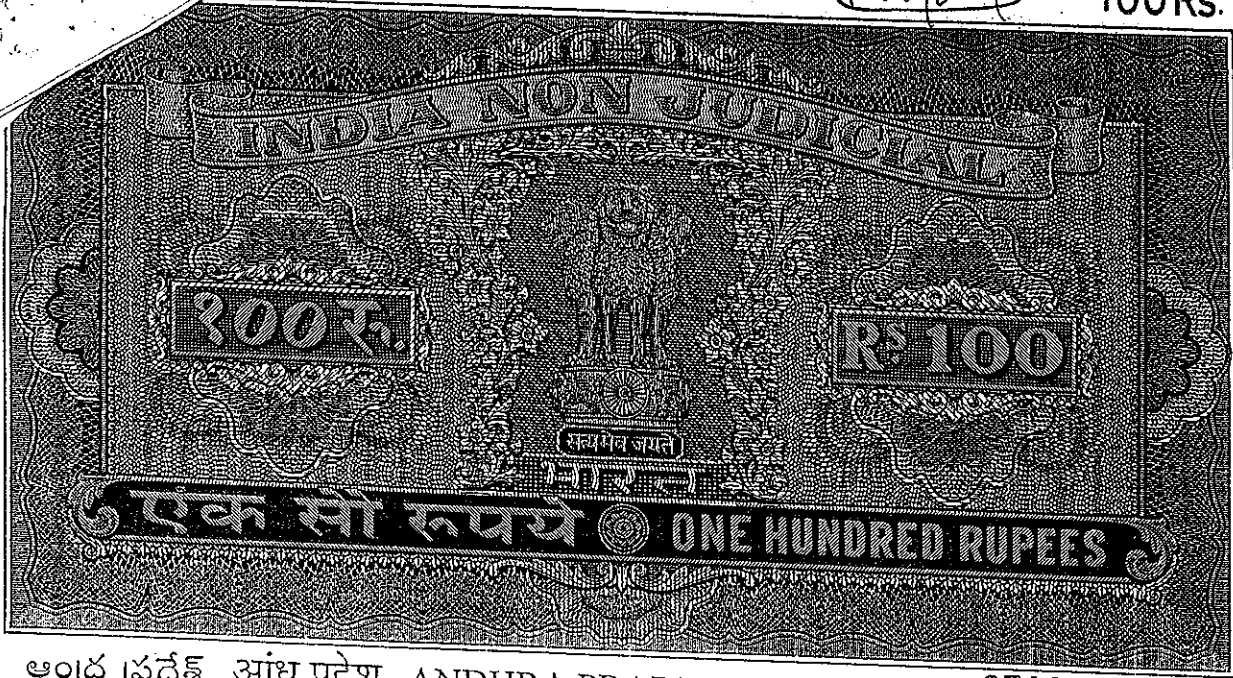


SEP 20 2004
158/109

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

03AA 697307

Date : 13-09-2004
Purchased By :
A RAJI
S/O.RAJAIAH

Serial No : 3681
For Whom :
SONATA SOFTWARE LIMITED

R. Chandu
eSeva
Manager
KHAIRATABAD
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

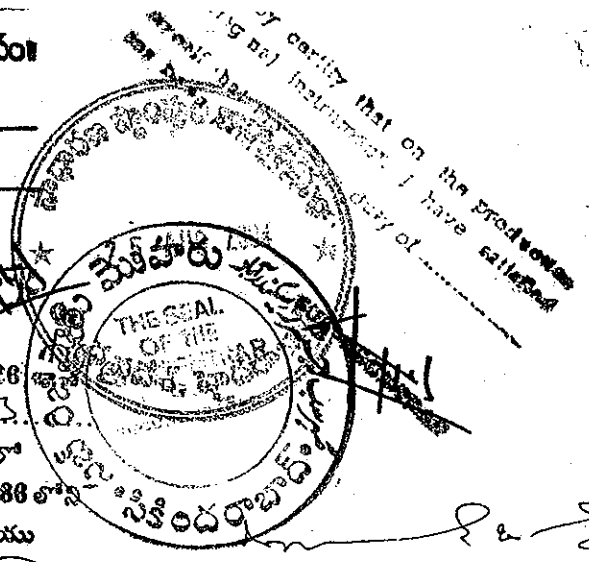
MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad duly represented by Mr. Soham Modi, Managing Director of the Company hereinafter called the "CONFIRMING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

For Modi Properties & Investments Pvt. Ltd.

R. Chandu
M.L.

For Sonata Software Limited

పు స్తకము _____ 1926 శా. శ. సం.
 ఎస్టావేజుల మొత్తం కాగితముల సంఖ్య 9
 ఈ కాగితము వరుస సంఖ్య _____



2004వ సంవత్సరము నవంబరు 15 తేది 1926
 మాసం 24 తేది 1926
 గంటల మధ్య సికింద్రాబాద్ పబ్లిక్ లెన్జువరు కార్యాలయములో
 శ్రీ. గొల్లంపల్లి... నిజస్థిపన్ వత్తము. 1986 లో
 సెక్టర్ 32 న నమోదించి సమాప్తి పంపిన పోలో గ్రాఫులు మరియు
 వేలిముద్రలతో సహా దాఖలు చేసిన రుసుము రూ. 6905/-
 చెలానుద్వారా చెల్లించినారు.

1 ప్రాసెయిచ్చినట్లు ఓప్పుకొన్నది ఎడమ బొటనవేలు



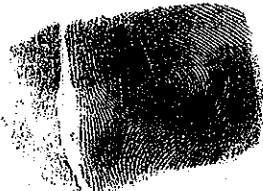
NAME PRAMOD Modi S/O. M. C. Modi
 OCC Business P/O Plot No. 20, Rd no. 25, Jubilee Hills
 Hyderabad

2 ఎడమ బొటన వేలు



NAME Sotham Modi S/O. SATISH MODI
 OCC Business P/O Plot No. 20, Rd no. 25, J. Hills
 Hyderabad

3 ఎడమ బొటన వేలు



NAME THOMAS K. JOSEPH S/O. JOSEPH
 OCC SERVICE P/O APS Trust, Bull Temple Rd,
 NR Colony, Bangalore-560 015

దికావించినది

10

11

NAME A. A. Sheriff S/O. D. A. Sheriff
 OCC Business P/O Don Mandu rd
 Bangalore 560012

NAME Solomon R PANDA S/O. K. R. PANDA
 OCC P.V. SERVICE P/O 5-4-187/34, MG Rd, Sec-10

2004వ సంవత్సరము నవంబరు 15 తేది 1926
 1926వ శా. శ. సం. 20వ మాసం 24వ తేది

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 western side portion of Ground Floor admeasuring 7740 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, 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 / of 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

ప వు వ్రకము _____ 1926 శా. శ. సం.
 దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9
 ఈ కాగితము వదున సంఖ్య 2

~~ప వు వ్రకము~~

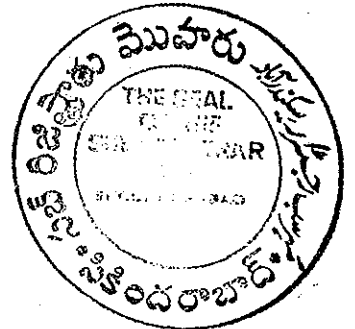
OFFICE OF THE SUB-REGISTRAR
 SECUNDERABAD

Enactment Under section 42 of ACT II of 1899

No. 1608 of 2004 Date 24/9/2004

I hereby certify that the proper / deficit
 stamp Duty of Rs. 19050/- has been
 thousand and fifty only
 has been levied in respect of the instrument
 from Sri/Smt. ~~.....~~
 on the basis of the agreed Market Value
 consideration of Rs. 1380952/- being
 higher than the consideration/agreed Market
 Value

~~Sub-Registrar
 SECUNDERABAD
 and Collector of Stamps
 of Indian Stamp Act, 1898~~



CERTIFICATE OF REGISTRATION

Registered as Document No: 1608
 of 2004 (1926 SE)
 of Book - and assigned the
 Identification Number 1806
 for Scanning.

Date: 24/9/2004 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.

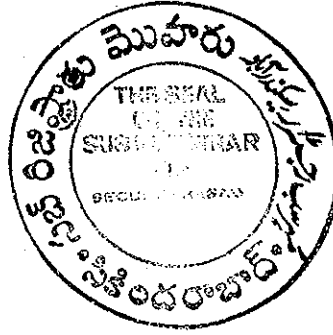
2. The Hirer shall pay to the Owner a sum of Rs. 46,440.00 (Rupees forty six thousand four hundred and forty only) from 1st December 2004 and thereafter a sum of Rs.92, 880.00 (Rupees ninety two thousand eight hundred and eighty only) from 1st June 2005 as amenities charges per month for the Said Facilities 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 hire 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

వస్తువులము 1026 కా. శ. నం.

వస్త్రావేజాల మొత్తం లగిమొదల సంఖ్య 9

ఈ కాగితము వరుస సంఖ్య 3

~~సబ్ రిజిస్ట్రార్~~

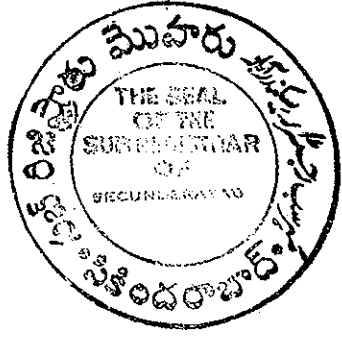


obtaining the required additional power supply. All such expenses incurred for additional Power connection shall be solely borne by the Hirer.

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.

వస్తావాణా రుణం _____
వస్తువుకము _____ 1926 శా. శ. నం.
దస్తావేజుల మొత్తం రాగితముల సంఖ్య 9
ఈ కాగితము వరుస సంఖ్య 4

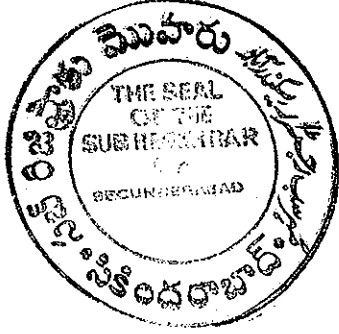
~~పబ్లికేషన్~~



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 5580 square feet in ground floor, 13500 square feet in first floor, 16980 square feet in second 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 hire 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

దస్తావేజుల నమోదు _____
వస్తువు కమిషన్ 1926 కే. శ. సం. _____
దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9
ఈ కాగితము వరుస సంఖ్య 5

~~సహాయక~~



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.

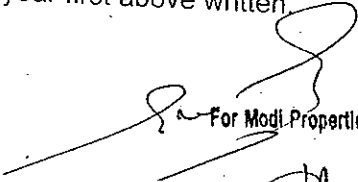
17. The Hirer shall have the right to install microwave tower and/or other data communications equipment on the terrace and air-conditioning units for its internal needs. The installations will be subjected to the structural limitation of the building. However, no structural change to the Leased Premises 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 western side portion of Ground Floor admeasuring 7740 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, Begumpet, Secunderabad, Andhra Pradesh butted and bounded, that is to say, as follows :

East	:	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.

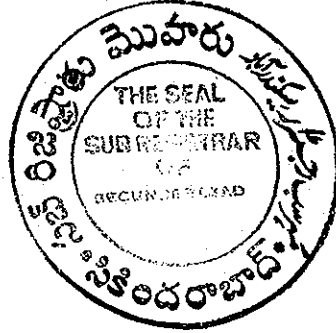

For Modi Properties & Investments Pvt. Ltd.


For Sonata Software Limited

దస్తావేజు సంఖ్య 1004
వస్తువు క్రమము 1 1926 శా.శ.సం.
దస్తావేజుల మొత్తం కాగితముల సంఖ్య 9
ఈ కాగితము వరుస సంఖ్య 6

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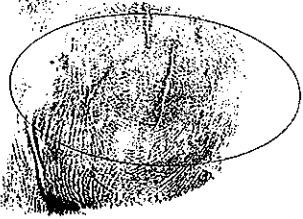
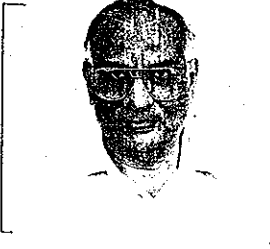
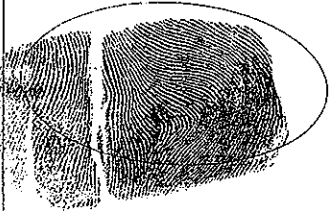

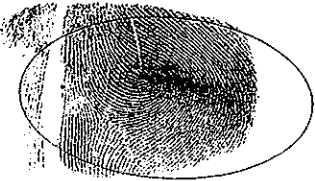



Dr. Vice President R. G. O.
Thomas K. Joseph

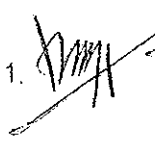
For Signature

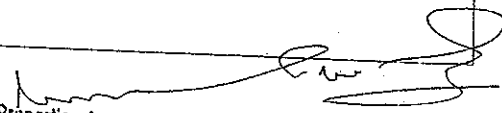
PROFORMA

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>Fl/o 1-8-165</u> <u>P. G. Road</u> <u>Secunderabad</u>
			<u>Modli Properties & Investments Limited</u> <u>Rep by: MD. Mr. Mohan Modli</u> <u>Fl/o 5-9-187/344, III Floor</u> <u>Soham Mansion, H.G. Road</u> <u>Secunderabad</u>
			<u>Sonata Software Limited</u> <u>Rep by: N.P.A.C.F.O.</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 OF WITNESSES:

1.  A-A-SHERIFF
Sheriff's Corp
120K, HANDIM ROAD
BANGALORE 560042


 For Modli Properties & Investments Pvt. Ltd.

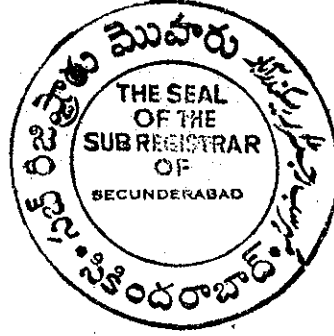

 Managing Director

For Sonata Software Limited


 Thomas K. Joseph

ఎస్టాబ్లిష్మెంట్ నంబర్ 1608/2004
వస్తువు క్రమం (1926) క. శ. సం.
దస్తావేజుల మొత్తం తాగింపుల నంబర్ 9
ఈ తాగింపు పనుల నంబర్ 9

~~సహకార~~



Thomas R. Joseph
St. Vees Priestant & CFO

[Handwritten signature]

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:

[Handwritten initials]

For Modi Properties & Investments Pvt. Ltd.

[Handwritten signature]
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: **SOMAN R PANDA**

[Handwritten signature]

For Sonata Software Limited

[Handwritten signature]
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:

[Handwritten signature]

A-A-SIAERIFF
SHERIFFS CO.
#2019, Madhav Rao
Bangalore 56004

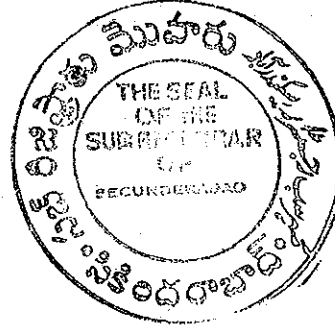
ఎన్ట్రావజా నంబర్ 10.00/1004

వచ్చిన తేదీ 1 1926 కౌ. శ. నం.

దస్తావేజుల మొత్తం లాగితిముద్ర నంబర్ 9

ఈ కాగితము పదిపది నంబర్ 7

~~సహకార~~

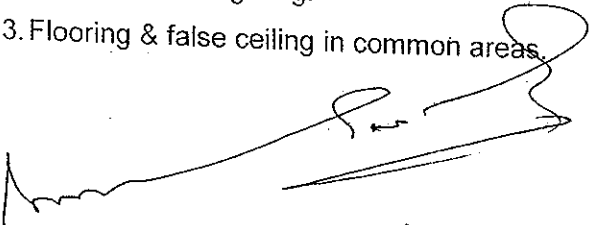


For

SHARAD & CO. Secunderabad

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

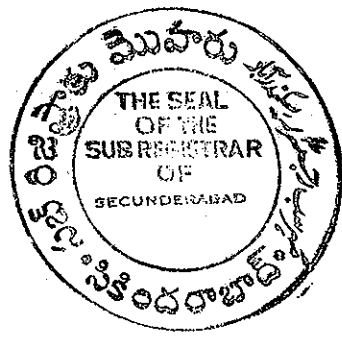
అమ్మలూరి నంబర్ 1000/2004

పత్ర ప్రకరణ 1 1926 క. శ. నం.

విస్తారముల మొత్తం కాలియము నంబర్ 9

ఈ కాలియము పేరున నంబర్ 8

~~సబ్ రిజిస్ట్రార్~~



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