

తెలింగాణ तेलंगाना TELANGANA

Tran ld: 231024114640372840
Date: 24 OCT 2023, 11:48 AM
Purchased By:
RAJESH J KADAKIA
S/o LATE JAYANTILAL M KADAKIA
R/o 5-2-223, GOKUL DISTILLERY ROAD, SECUNDERABAD
For Whom
RAJESH J KADAKIA AND SHARAD J KADAKIA

TUMMALA JAYANTHI LICENSED STAMP VENDOR Lic. No. 1602046/2012 Ren.No. 21/2021 2-3-64/5, Opp Amberpet Police Station, Amberpet, Hyderabad Ph 9959177067

# LEASE DEED

This deed of lease is made and executed on this the 23<sup>rd</sup> day of December Two Thousand Twenty Three By and Between:

- 1. Mr. Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 57 years, R/o. H. No: 5-2-223, "Gokul", 3<sup>rd</sup> Floor, Distillery Road, Hyderbasti, Secunderabad (represented by its General Power of Attorney Holder, Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).
- 2. Mr. Sharad J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 55 years, R/o. H. No: 5-2-223, "Gokul", 3<sup>rd</sup> Floor, Distillery Road, Hyderbasti, Secunderabad (represented by its General Power of Attorney Holder, Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).

(herein after collectively called the "LESSORS" which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representative and assigns) of the First Part

SOHAM MODI G.P.A. Holder of Rajesh, J. Kadakia

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TUMMALA JAYANTHI LICENSED STAMP VENDOR Lic. No. 1602046/2012 Ren.No. 21/2021 2-3-64/5, Opp Amberpet Police -Station, Amberpet, Hyderabad Ph 9959177067

# **AND**

M/s. Sonata Software Limited, a Company duly incorporated under the Companies Act, 1956 having its office at A.P.S. Trust Building, Bull Temple Road, N.R. Colony, Bangalore-560 019 and corporate office at A.P.S. Trust Building, Bull Temple Road, N.R. Colony, Bangalore-560 019. duly represented by Mr. Sathyanarayana. R, Authorised Representative herein after referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators, legal representative and assigns) of the OTHER PART.

- A. WHEREAS the Lessors are the Owners of the residential Villa situated behind the commercial building known as "Greens Towers" bearing Municipal Nos. 1-10-178/3/1 & 1-10-178/3/2. Begumpet Main Road, Hyderabad – 500 016 (Hereinafter referred to as Villa).
- B. WHEREAS the Lessors are desirous of leasing out the said Villa and the Lessee has agreed to take on lease the same for the purpose of its official Guest House on the terms and conditions hereinafter mentioned.

A. Holder of Rajesh, J. Kadakia

SOHAM MODI G.P.A. Holder of Sharad. J. Kadakia

## NOW THIS DEED OF LEASE WITHNESSETH AS FOLLOWS:

That in consideration of the rent hereinafter reserved and the mutual covenants of the Lessors and the Lessee herein stated, the Lessors hereby grants to the Lessee the lease in respect of residential Villa situated behind commercial building "Greens Towers", bearing Municipal Nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad–500 016, which is more fully described in the Schedule hereunder written and hereinafter referred to as the 'Villa' TO HAVE AND TO HOLD the same to the Lessee for a period for 3 years beginning from the 1<sup>st</sup> day of December 2023 on the terms and conditions hereinafter mentioned.

- 1. PERIOD OF LEASE, RENT AND DEPOSIT:
- 1.1 The Lease of the Villa shall be for a period of ten (10) years starting from the 1<sup>st</sup> day of December 2023.
- 1.2 The Lessee shall pay a rent of Rs.31,800/-(Rupees Thirty One Thousand Eight Hundred only) per month to the Lessors by an account payee cheque in the name of the Lessors only as under:

In the name of Rajesh J Kadakia

Rs. 15,900/-

In the name of Sharad J Kadakia

Rs. 15,900/-

1.3 The Lessee shall pay the lease rent in advance on or before 7<sup>th</sup> of each calendar month for which it is payable subject to deduction of Tax at source as may be applicable and the Lessee shall issue to the Lessors certificate of tax deducted at source within two months from the end of every financial year. In addition to the lease rent the Lessee shall pay service tax at the applicable rate on the said lease rent to the Lessor.

# 2. DEPOSIT

2.1 The Lessee shall on or before execution of this Deed give to the Lessors a security deposit aggregating to Rs.4,77,000/-(Rupees Four Lakh Seventy Seven Thousand only) in the name of individual Lessors to be returned by them without interest to the Lessee at the end of the lease period or earlier termination thereof, and upon re-delivery of peaceful possession of the Villa to the Lessors. The Lessee has already paid a deposit of Rs.2,40,000/-to the Lessors and has agreed to pay the balance of Rs. 2,37,000/- at the time of executing this deed. The Lessors shall be entitled to deduct from the said security deposit and unpaid lease rent or any other sums due and payable by the Lessee to the LESSORS pursuant to terms of this Deed if any. Deposit to be given in the name of:

Rajesh J Kadakia Sharad J Kadakia Rs. 2,38,500/-

Rs. 2,38.500/-

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Rajesh. J. Kadakia

SOHAM MODI

GPA. Holder of

Sharad, J. Kadakia

- 2.2 If the Lessors fails to return the said security deposit at the end of this lease period or earlier termination thereof, the Lessors, will be required to pay to the Lessee interest at the rate of 18% per annum calculated from the date of termination of the lease unit the date of repayment of the security deposit. Furthermore, the Lessee will be entitled to retain possession of the Villa without payment of any rent until such deposit is returned in full.
- 2.3 The Lessee hereby agrees to increase the rent payable to the Lessor in respect of the Demised Villa at the rate of 6% once in every one (1) year of the last rent paid.

# 3. RENEWAL

3.1 At the expiry of its period, this lease may be renewed subject to mutual consent of both the Lessors and Lessee upon such terms and conditions as may be agreed between them.

## 4. TAXES

The Lessors to bear and pay and discharges all existing and future rates, taxes, charges, assessment or outgoing whatsoever assessed, charged, imposed or payable in respect of the Villa including property tax to the appropriate authorities and comply with the laws, rules and regulations of the Government and local authorities as required.

## 5. MAINTENANCE

The Lessee shall be responsible for carrying out at its cost all minor repairs in the Villa as may be necessary. The Lessee shall keep the Villa in good condition and order during the period of this lease and shall not suffer or cause any damage/loss thereto, normal wear and tear and damages by fire, earthquake, flood or inevitable force or accident expected. If any damage/loss to the Villa is caused by Lessee, the Lessee should arrange for repairing or making good the same at its sole cost or at the option of the Lessors the Lessee shall compensate the Lessors for any such damage/loss.

Lessors shall effect all major repairs such as leakages in electricity, sanitary fittings, fixtures, water pipes or cracks, etc at their own cost, immediately upon such defects are notified to them or their representative by the Lessee, and if the Lessors fails or neglects to make such repairs, the Lessee may cause the same done, and deduct the actual expenses of such repairs from the rent aforesaid or otherwise recover it from the Lessors.

#### 6. USE OF PREMISES

The Lessee shall use the Villa for residential Guest House purpose of the Lessee and its subsidiaries and associate companies.

6.1 The Lessee shall not use the Villa for any illegal, objectionable or unauthorised purposes or business.

SOHAM MODI G.P.A. Holder of

Rajesh. J. Kadakia

SOHAM MODI G.P.A. Holder of

Sharad, J. Kadakia

#### 7. BAR ON ADDITIONS AND ALTERATIONS:

The Lessee shall not effect any additions or alterations to the Villa or any part thereof in any number whatsoever without the consent of the Lessors.

## 8. BAR ON SUB-LETTING

The Lessee shall not grant any license/sub-lease of the Villa to anyone else or assign this Deed or sub-let, or otherwise part with the possession of the Villa to or in favour of anyone else.

## 9. INSPECTION:

The Lessors or their authorised agents only with Lessors written permission shall after reasonable notice to the Lessee be entitled to enter upon the Villa at any time, either to inspect the Villa for satisfying that the Villa are being held in accordance with these presents or for carrying out any works/repairs therein as may be required.

## 10. POSSESSION AND DELIVERY BACK:

The possession of the Demised Villa is deemed to be handed over to the Lessee on the date of execution of the deed. On expiry of the lease period or earlier termination thereof the lessee shall duly deliver back vacant possession of the Villa to the Lessors in the same condition in which it is let out, subject however to normal wear and tear.

# 11. TERMINATION

- In the Event of the Lessee committing breach of any of the terms of this lease or failing to pay the lease rent for a period of three months consecutively, the Lessor may issue a notice thereof to the Lessee. If any such default continues unabated for one month after notice thereof by the Lessors to the Lessee, the Lessors will be entitled to terminate this lease, notwithstanding the fact that the contractual period (that is, the term) of this lease has not expired. Thereafter, the Lessee shall vacate the Villa and deliver the peaceful vacant possession to the Lessors subject to the Lessors refunding the Security Deposit subject to deduction of legitimate dues, if any. Upon handing over of physical vacant possession as contemplated above, the Lessee shall have no further responsibility for payment of rent except for amounts due and payable prior to the date of termination by the Lessors.
- 11.2 In the event the Lessee is desirous of terminating the lease before expiry of the lease period, the Lessee shall give three months prior written notice to the Lessors.

On expiry of the lease period or earlier termination of the Lease the Lessors shall be entitled to re-enter upon the Villa.

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G.P.A. Holder of Raiesh. J. Kadakia

G.P.A. Holder of Sharad, J. Kadakia

#### 12. LESSOR'S COVENANT:

- 12.1 That the Lessors have good marketable title in respect of the Villa and are the absolute Owners of the entire land where upon the Villa is situated and the Lessors have unfettered right to lease and full right, absolute power and authority to deal with the property and grant a lease of Villa upon such terms as they deem fit. In the event of there being any defect or deficiency or inadequacy in the Lessors right to execute this lease and use by the Lessee, the Lessors undertakes to indemnify the Lessee.
- 12.2 That subject to the payment of the rent hereby reserved, the Lessee shall be entitled to hold, possess and enjoy the Villa during the period of the lease without any interference or disturbance for the Lessors or his nominee(s), assign(s) or successor(s) or any other persons claiming any legal title thereto.
- 12.3 That the Lessors has assured the Lessee that there is no impediment or bar to the grant of this lease by the Lessors under any law, order, decree or contract and that the Villa is not subject to attachments, encumbrances, execution or acquisition proceedings.

## 13. CUSTODY OF DEED OF LEASE:

This deed is executed in two originals and the Lessors and Lessee shall retain one original each.

#### 14. GOVERNING LAW/ARBITRATION

This Deed, and all matters arising out of or relating to this Deed, shall be governed by and interpreted in accordance with Indian Law.

In case of any dispute which arises out of this Deed and is not settled by mutual conciliation between Lessors and Lessee, would be referred to Arbitration in accordance with Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted at Hyderabad.

SOHAM MODI G.P.A. Holder of

Rajesh. J. Kadakia

SOHAM MODI G.P.A. Holder of Sharad. J. Kadakia

# SCHEDULE OF VILLA

All that part and parcel of residential Villa situated behind commercial building known as "Greens Towers" bearing Municipal nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad - 500 016, consisting of Main House with 4 bedrooms, 4 toilets, court yard, living, dining, kitchen admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette, admeasuring about 800 sft on a total land area of about 1700 square yards butted and bounded as give below:

East by

: Neighbours property

West by

: Building known as Greens Towers belonging to Lessor

North by

: Premises belonging to Mr. Lathif Khan & others and college Premises

South by

: Premises belonging to Mrs. Khan & others

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

SIGNED AND DELIVERED BY The LESSORS above named:

SOHAM MODI G.P.A. Holder of ⊸Raiesh: J. Kadakia

Rajesh J Kadakia, represented by its GPA holder Mr. Soham Modi

SOHAM MODI G.P.A. Holder of Sharad, J. Kadakia

Sharad J Kadakia, represented by its GPA holder Mr. Soham Modi

SIGNED AND DELIVERED by and on behalf of Sonata Software Limited the LESSEE above named through its Authorised Signatory, Mr. Sathyanarayana. R, at Hyderabad in presence of:

WITNESS:

Nomani.



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RAJESH J KADAKIA AND SHARAD J KADAKIA

TUMMALA JAYANTHI LICENSED STAMP VENDOR Lic. No. 1602046/2012 Ren.No. 21/2021 2-3-64/5, Opp Amberpet Police Station, Amberpet, Hyderabad Ph 9959177067

# GENERAL AMENITIES AGREEMENT

THIS GENERAL AMENITIES AGREEMENT is made and executed at Hyderabad on this 23<sup>rd</sup> day of December Two Thousand Twenty Three By and Between:

- 1. Mr. Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 57 years, R/o. H. No: 5-2-223, "Gokul", 3<sup>rd</sup> Floor, Distillery Road, Hyderbasti, Secunderabad (represented by its General Power of Attorney Holder, Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).
- 2. Mr. Sharad J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 55 years, R/o. H. No: 5-2-223, "Gokul", 3<sup>rd</sup> Floor, Distillery Road, Hyderbasti, Secunderabad (represented by its General Power of Attorney Holder, Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad).

(hereinafter collectively called the "OWNERS" 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.

SOHAM-MODI G.P.A. Holder of Rajesh, J. Kadakia

SOMAM MODI G.P.A. Holder of Sharad, J. Kadakia



# මීප්රිග් तेलंगाना TELANGANA

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For Whom
RAJESH J KADAKIA AND SHARAD J KADAKIA

TUMMALA JAYANTHI
LICENSED STAMP VENDOR
Lic. No. 1602046/2012
Ren.No. 21/2021
2-3-64/5, Opp Amberpet Police
Station, Amberpet, Hyderabad
Ph 9959177067

# 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 A.P.S. Trust Building, Bull Temple Road, N.R. Colony, Bangalore-560019, duly represented by Mr. Sathyanarayana. R, Authorised Representative of the company hereinafter called as the "HIRER" (which expression shall unless excluded by or repugnant to the subject or context be beened to include its successors and/or assigns) of the Second Part.

# WHEREAS

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1. By a Lease Deed of even date (hereinafter referred to said 'Lease Deed') made by and between the Owners herein and Sonata Software Limited, the Hirer herein, for the consideration and on the terms and conditions mentioned therein, the Owners has granted the lease of the office space of the residential Villa situated behind the commercial building known as "GREENS TOWERS" bearing Municipal Nos. 1-10-178/3/1, & 1-10-178/3/2, Begumpet, Hyderabad – 500 016, more fully described in the Schedule hereunder and hereinafter referred to as the 'Leased Villa' in favour of the Hirer for a period of Ten (10) years with effect from 1<sup>st</sup> December 2023, subject to clause 11 of the aforesaid Lease Deed.

The Owners in addition to the grant of lease rights in respect of the Leased Villa, also has agreed to provide certain facilities and other allied amenities and services to the Leased Villa which are attached to and are part and parcel and for deemed to be attached and part and parcel of the Leased Villa.

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\_SOHAM MODI -G.P.A. Holder of Sharad. J. Kadakia

Pagé 2

3. 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 Villa 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 Villa 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 Villa.
- 2. The Hirer shall pay the Owner a sum of Rs. 47,700/- (Rupees Forty Seven Thousand Seven Hundred only) from 1st December 2023 as amenities charges per month for the Said Facilities apart from and along with the rent payable.

In the name of Rajesh Kadakia

Rs. 23,850/-Rs. 23.850/-

In the name of Sharad Kadakia

- 3. The Hirer shall pay the amenities charges to the Owners in advance on or before the 7th of each month subject to statutory deduction of tax at source as may be applicable and the Hirer shall issue to the Owners certificate of tax deducted at source within two months from the end of every financial year. In addition to the amenities charges the Hirer shall pay service tax at the applicable rate on the said amenities charges to the Owner.
- 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 Owner shall provide adequate three-phase electricity supply to the Leased Villa at their own cost and the Hirer shall pay for the electricity consumed at applicable tariff as per the reading meter provided therein. The Hirer shall be responsible for the consequences for non-payment of consumption charges to the TSSPDCL or any statutory authority regulating the electricity supply. The Hirer shall also be liable to pay the additional consumption deposit as may be imposed by TSSPDCL or any other regulatory authority in the event that such additional consumption deposit is levied for reasons directly attributable to the usage of the power to the Villa by the Hirer

6. 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.

GPA. Holder of

Raiesh. J. Kadakia

G.P.A. Holder of

Sharad, J. Kadakia

- 7. The Owner shall provide the Hirer to use the open land around the Villa and the parking space attached to the Villa without any charges.
- 8. The Hirer shall maintain all other equipment's provided by the Owner to the Leased Villa at their own cost.
- 9. The Hirer shall not remove any of the Said Facilities provided by the Owners at the Leased Villa and shall maintain the same in good and working order, normal wear and tear excepted.
- 10. This General Amenities Agreement is co-terminus and co-extensive with the said Lease Deed of even date executed in respect of the Leased Villa. The parties shall not be entitled to terminate this General Amenities Agreement without at the first instance terminating the said Lease Deed in respect of the Leased Villa. 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 Deed of Lease to the Hirer, at the time of handing over vacant possession of the Leased Villa, failing which the Hirer shall be entitled to retain possession of the Said Facilities together with the Leased Villa 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 Villa together with the Said Facilities without being liable to pay any rent or amenities charges or any other charges under this Agreement or any manse profits in respect of the Leased Villa or the Said Facilities.
- 11. The Hirer shall use the Said Facilities with normal care and caution. However, normal wear and tear excepted.

12. Upon the expiry of the lease period, this General Amenities Agreement shall be renewed along with the Deed of Lease, subject to mutual consent of both the parties (Owners and Hirer) upon such terms and conditions as may be agreed between them.

SOHAM MODI
∠G.P.A. Holder of

Raiesh, J. Kadakia

SOHAM MODI G.P.A. Holder of

Sharad. J. Kadakia

# SCHEDULE ABOVE REFERRED TO

# (Leased Villa)

All that part and parcel of residential Villa situated behind commercial building known as "Greens Towers" bearing Municipal nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad -500 016, consisting of Main House with 4 bedrooms, 4 toilets, court yard, living, dining, kitchen admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette, admeasuring about 800 sft on a total land area of about 1700 square yards butted and bounded as give below:

East by

: Neighbours property

West by

: Building known as Greens Towers belonging to Lessor

North by

: Premises belonging to Mr. Lathif Khan & others and college Premises

South by

: Premises belonging to Mrs. Khan & others

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 The OWNERS above named:

SOHAM MODI G.P.A. Holder of Raiesh, J. Kadakia

Rajesh J Kadakia, represented by its GPA holder Mr. Soham Modi

SOHAW MODI G.P.A. Halder of Sharad, J. Kadakia

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Sharad J Kadakia, represented by its GPA holder Mr. Soham Modi

SIGNED AND DELIVERED by and on behalf of Sonata Software Limited the HIRER above named through its Authorised Signatory, Mr. Sathyanarayana. R, at Hyderabad in presence of:

WITNESS:

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# ANNEXURE -1

- 1. 5 KVA of LT power supply.
- 2. Marble flooring.
- 3. Doors & windows.
- 4. Bathrooms, Sanitary & plumbing.
- 5. Water supply through borewell and HMSWSSB.
- 6. Use of Open Land around the Villa.

SOHAM MODI G.P.A. Holder of

Rajesh, J. Kadakia

SOHAM MODI G.P.A. Holder of

Sharad, J. Kadakia