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AGREEMENT

This agreement is made this the EIGHTH day of January One thousand nine hundred and Ninty two (08-01-1992) BETWEEN THE KARNATAKA STATE SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED, a company incorporated under the Companies Act, having its registered office at Industrial Estate, Rajajinagar, Bangalore-560 044 represented by their Deputy Chief Manager (IEs), Mr. K. V. Anil Kumar herein after called the LESSOR of the ONE PART which term shall unless repugnant to the context or meaning thereof shall mean and include its successor and assigns of the ONE PART AND M/S. SOFTWARE TECHNOLOGY PARK, BANGALORE represented by their DIRECTOR, having their Registered office at KSSIDC MULTISTORIED COMPLEX, BLOCK III, ELECTRONICS CITY, HOSUR ROAD, in DEVELOPMENT OF SOFTWARE FOR EXPORT hereinafter referred to as the 'LESSEE' which expression shall unless repugnant to the context or meaning thereof shall mean and include the firm or its partners, their heirs, executors,





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WHEREAS at the request of the lessee, the Lessor has allotted Thirty three flats in Block III in Ground, First, Second floors at its Industrial Estate in ELECTRONICS CITY, as per ANNEXURES for the purpose of the LESSEE establishing SOFTWARE TECHNOLOGY PARK.

AND WHEREAS it has been specifically agreed to by the lessor and lessee that the term of lease shall initially be for a period of five years renewable for further periods at the option of the Lessee. It is hereby agreed by and between the parties as follows :-

WHEREAS THE LESSEE has been put in possession of the premises on 4th March 1991 and permitted to establish within the premises described in the schedule below THE SOFTWARE TECHNOLOGY PARK.

IT IS HEREBY AGREED AS FOLLOWS :-

1. The Lease shall be a term of FIVE YEARS which shall





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2. The Lessee shall pay rent of Three Rupees per Square Foot provided that the Lessor may at any time revise the rent for the sheds after giving suitable notice of one month to the lessee who may accept the revised rent or terminate the lease forthwith.
  3. The lessee shall :
    - a) "ESTABLISH within the premises SOFTWARE TECHNOLOGY PARK for the manufacture of SOFTWARE FOR EXPORT within a period of three months from the date of execution of this agreement to take effective steps of the satisfaction of the Lessor for the establishment of such a PARK, provided that the Lessor may at his discretion allow such extension of time as he deems fit, for the establishment of a PARK.
    - b) Duly pay the rent reserved hereunder on the appointed day at the office of the Lessor or at such other place or places as the Lessor may from

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- c) During the said term, pay all taxes, rates, assessment and other charges and outgoings now payable or to become payable in respect of premises except the property tax for the premises.
  
- d) Pay charges for electricity and water supply as determined from meter readings or if there be no separate meter or if the meter becomes defective as may be assessed by the Lessor or other competent authority authorised by the LESSOR in that behalf, at rates fixed from time to time by the suppliers in respect of electricity, and the Lessor in respect of water supply. The Lessee shall pay such charges within 10 days of the receipt of relevant bills.
  
- e) Not carry out any additions or alterations to the premises without obtaining the prior written consent of the Joint Director of Industries and Commerce (Industrial Estate), Bangalore





- f) Not use the premises for any purpose except as a PARK for the manufacture of SOFTWARE subject to such restriction and conditions as the Director may deem fit to stipulate from time to time having regard to the safety and proper maintenance of the premises.
- g) Not sublet, underlet, sell, mortgage or otherwise deal with or part with possession of premises or any right or interest therein or in respect thereto without the prior written consent of the Director.
- h) Not effect any change in the constitution of the firm or partnership without the prior written consent of the Director. The Director may either direct that the original partners of the partnership shall continue to operate the factory or may terminate the lease by giving three calendar





- i) Insure and keep insured the premises in the name of the lessor against loss of damage by fire and all other risk as the Director may require in the sum of Rs. 11.91 lakhs (total) for 33 flats in an Insurance Company approved by the Director and shall deposit with the Director all such Insurance policies and receipt for payment of the premium in respect for the same.
- j) i) Comply with all the rules, regulations and Acts in force, from time to time, in respect of the working of the premises as a factory.
- ii) be responsible for making plans necessary for installing the machinery in the shed allotted and submitting them to the relevant authorities and persuing them for obtaining their approval and the final approval of the Director. If for the purpose of obtaining the approval of the





addition and/or alteration to the premises, the same will be done by the lessee at his own cost after obtaining the Directors written permission.

4. i) Any additions and alterations carried out by the Lessee shall be subject to removal, on the expiry of the said term at the Lessee's cost if so required by the Lessor.
- ii) Should however the lessor not insist on such removal no compensation or expenses incurred in making these additions and/or alterations will be payable by the Lessor to the Lessee.
- iii) The Lessee shall deliver possession of the premises to the Lessor at the expiry of the said term or earlier determination thereof and shall deliver the premises in the condition in which they were when the lessee was put in possession of the same except as provided for in 4(ii)





premises in the same condition in which they were when the lessee was given possession of the premises; the lessor may take such action as may be necessary to restore the premises to the original condition and to recover the expenditure incurred by him from the lessee by deducting from his security deposit.

5. a) The lessee shall on paying the rent hereby reserved and performing and observing the several covenants and conditions contained in these presents hold and enjoy the premises during the said term without interruption by the lessor or any person lawfully claiming under him.

b) If the Lessee shall have duly paid the rent herein before reserved and observed and performed the several conditions and covenants contained in these presents the lessor may at the request and cost of the lessee rent the lease for another term without





section 108 of the Transfer of Property Act, 1882 as amended from time to time clauses (i) (j) and (p) thereof.

b) That both the lessor and the lessee shall be at liberty to terminate the lease either of them by giving to the other one calender months notice in writing of the intention to so terminate the lease provided that if the lessee commits breach of any of the covenants and conditions herein contained, it shall be lawful for the LESSOR to terminate the lease forthwith and the decision of the LESSOR as to whether the lessee has committed any such breach or not shall be final and binding on the lessee.

7. The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

8. If the rent herein before reserved or any part





c) The Lessor shall carryout all such normal repairs to the premises as are ordinarily carried out by an owner of an immovable property PROVIDED that if any repairs are occasioned by a negligence or default on the part of the lessee, the same shall be carried out by the lessee at his cost, failing which the lessor may carryout such repairs and recover the cost thereof from the lessee either as arrears of rent or by deduction from or by forfeiting his security deposit.

6. AND IT IS HEREBY FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS :

a) That the Lessor and the Lessee shall have the rights and be subject to the liabilities of a lessor and of a lessee respectively in accordance with





(whether formally demanded or not) or if the lessee does not use or does not intend to use the shed for the purpose for which it is allotted to him and keeps it vacant then in all or either of any such cases if shall be lawful for the lessor to re-enter upon the premises or any part thereof which will be without prejudice to the other rights of the lessor that would accrue on account of a breach of lessee's covenants to the other rights of the lessor that would accrue on account of a breach of lessee's covenants as aforesaid (and which is also subject to termination of the lease forthwith by the lessee as laid down in clauses 6(b) of the deed).

9. The lessee has paid to the lessor a sum of Rs.10,46,964-00 (Rupees Ten lakhs forty six thousand nine hundred sixty four only) representing security deposit for the due payment of rent etc,
10. If the lessee commits breach of any of the conditions





SCHEDULE OF THE PROPERTY

Thirty three flats in Ground, First and Second Floors, Block III, KSSIDC Multistoried Complex, Keonics Electronics City, Hosur Road, as per Annexure covered area of 48,890 Sft.

IN WITNESS WHEREOF SHRI. K. V. Arunachalam  
Deputy Chief Manager (Industrial Estates) for and on  
behalf of the Lessor above named, and the lessee  
represented by its DIRECTOR, SOFTWARE TECHNOLOGY





PARK, BANGALORE have set their respective hands on the day, month and year first above written.

FOR K.S.S.I.D.C. LIMITED

*Whitney*  
DEPUTY CHIEF MANAGER  
(INDUSTRIAL ESTATES)  
Industrial Estate Rajanahalli  
Bangalore-44

In the presence of

1. *Chitra*  
S.A. B. U. K. S.

2. *B. E. Gatta*  
Asst. Manager  
KSSIDC  
Plot-44

*G. S. Varadani*  
(G. S. VARADANI)  
FOR SOFTWARE TECHNOLOGY PARK,  
BANGALORE

In the presence of

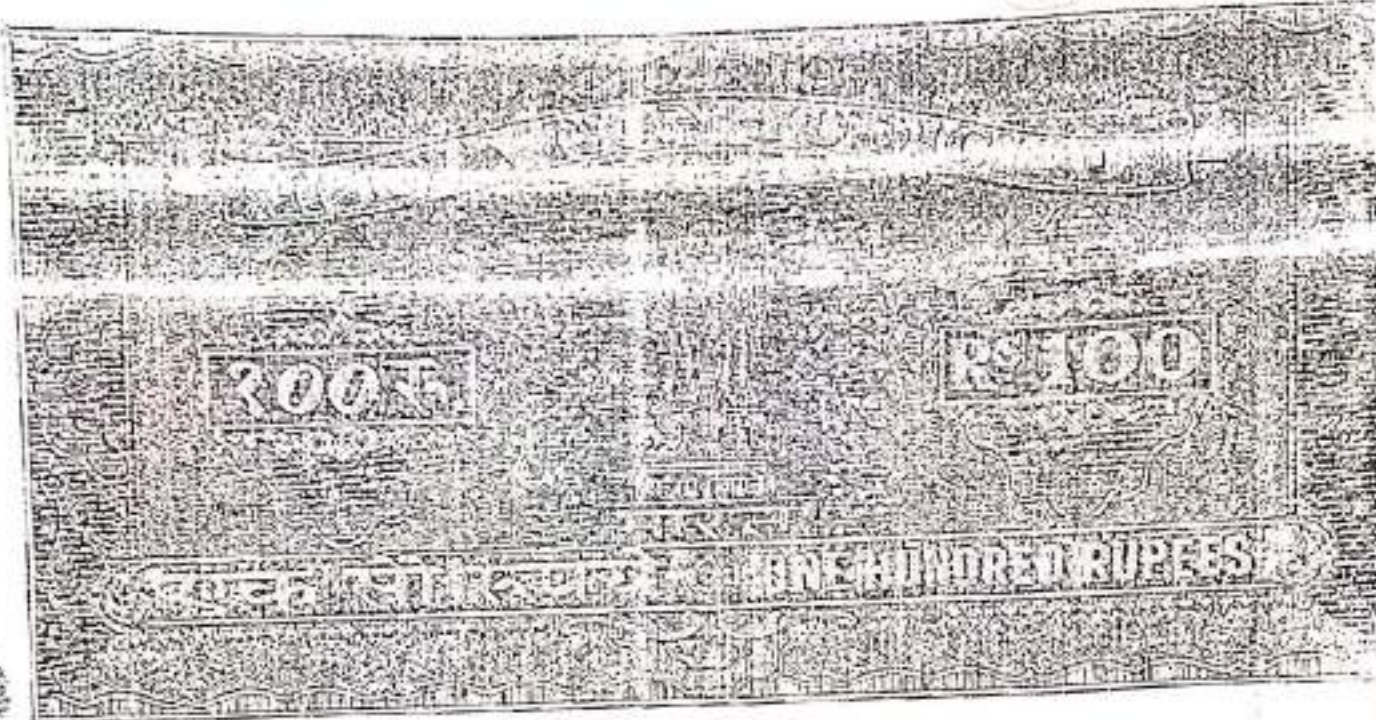
1. SRIDHAR  
S.T.P. BANGALORE

*Sridhar*



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**MEMORANDUM OF UNDERTANDING**

**1. BACKGROUND**

Software Technology Parks of India (STPI), an Autonomous Society under Ministry of Information Technology (MIT). Govt. of India has been established with the mandate to implement the Software Technology Parks (STP) scheme. For the implementation of this scheme, eighteen Centres have been established by STPI at Pune, Bangalore, Noida, Hyderabad, Gandhinagar, Thiruvananthapuram, Bhubaneshwar, Mumbai, Mohali, Jaipur, Manipal, Mysore, Coimbatore, Chennai, Guwahati, Vizag, Indore an Srinagar in the country. High Speed Data Communication (HSDC) facility being the prime requirement for the growth of Software Industry, a special dispensation has been given by the Govt. of India to STPI for installation of earth station at its Centres. As an outcome of this dispensation, so far more than 18 earth stations have been installed by STPI at Pune, Bangalore, Noida, Hyderabad, Gandhinagar, Thiruvananthapuram, Bhubaneshwar, Mumbai, Mohali, Jaipur, Manipal Mysore, Coimbatore, Chennai, Guwahati, Vizag, Indore and Srinagar.

*[Handwritten signatures and marks]*



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- II. STPI would promote the software export industry in and around Hubli & Mangalore and would extend all the statutory facilities as they are presently available at Bangalore. STPI would also promote internationally these Centres as a potential Software outsourcing Centre.
- III. STPI would offer the services and the charges for the services, facilities and space provided to the units will accrue to STPI.
- IV. IT-Department, Govt. of Karnataka, would provide Rs.1 Crore (Rupees one Crore only) as a grant in aid and upto 10,000 sq.ft. built-up area at Hubli at free of cost to STPI to put-up the Network Operating Centre for High Speed Data Communication Services and Incubation Facilities. This building for STPI including HSDC and Incubation facility will be transferred to STPI on the ownership basis for implementing the project. STPI would spend the entire additional budget to setup International Gateway facilities, and Incubation Facilities.
- V. IT-Department, Govt. of Karnataka, would provide 1.5 acre land and Rs. 1 Crore (Rupees one crore only) as a grant in aid to accomplish the activities at Mangalore to create the International Gateway and the incubation facilities. This land would be transferred to STPI on the ownership basis with a nominal charge of Rs. 1/- (Rupee one only). Govt of Karnataka may also provide the budgetary support to develop the incubation Centre. The additional budgetary support will be arranged by STPI from its own internal resources.

STPI would offer the service...







No. 3981-82 Re. 1001  
 Name Smt/Sri. D. Vasudha, STPI Bangalore  
 Date 10.3.2000



*Handwritten initials/signature*

2. In the light of the above background, this Memorandum of Understanding is signed on 18<sup>th</sup> day of MARCH Two Thousand ~~2000~~ between Software Technology Parks of India (STPI) having its registered office at New Delhi which is Registered under the Societies Registration Act 1860, under the administrative control of the Ministry of Information Technology, Govt. of India represented by the Director, STPI-Bangalore of the first part.

AND

IT-Department, a Department under Govt. of Karnataka, having its office at 3<sup>rd</sup> Floor, UNI Building, Thimmaiah Road, Millers Tank Bund, Bangalore - 560 052, represented by the IT-Secretary, (hereinafter referred to as IT-Secretary's Office which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees) of the Second Part.

3. It is now, therefore, agreed by and between the two parties as follows:

**A. STPI-Hubli & Mangalore**

1. The International Gateway facilities along with the incubation facilities at Hubli & Mangalore will be owned, executed, implemented and operated by STPI. The management of the

*Handwritten signature*



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**B. Cyber Park Technology Incubation Centre**

- I. STPI would carry out the joint development of the 5-acre land adjacent to the STPI Gateway wherein which is selected vendor would create the infrastructure on the land provided by STPI. STPI would get some built up space in lieu of land provided by STPI. IT-Department, Govt. of Karnataka would provide Rs.2 Crore (Rupees Two Crores only) grant to develop the Incubation Centre.
  - II. Overall project implementation will be seen by a Joint Committee consisting of the representatives of STPI and IT Department, Government of Karnataka.
4. The charges levied for the services offered by STPI will be in line with the STPI tariff policies and will be competitive as compared to identical services extended by other service providers in the country. The services offered by the centre will be similar to services offered by other centres as decided by STPI. STPI shall have the power to review or modify the charges for services offered at its own discretion.
5. In the event of any dispute between the signatories to the MoU, the decision of the Secretary, Minister of Information Technology, Govt. of India will be final and binding on both parties.

*Amritha*





6. This MoU is subjected to the usual force majeure clause :

IN WITNESS WHEREOF THE parties have executed these presents the day, month and year mentioned above.

For and on behalf of  
SOFTWARE TECHNOLOGY PARKS OF INDIA

B.V. NAIDU  
DIRECTOR, STPI-BANGALORE

Witness:

(B. MAHESH)  
JD, STPI

For and on behalf of  
IT-DEPARTMENT, GOVT. OF KARNATAKA

SRI. VIVEK KULKARNI, I.A.S.  
SECRETARY - IT

Witness:

(E.V. KULKARNI)  
SECRETARY - IT