

17/3/94
 Purchased by B. Husainappa s/o. Prasadchandra ddy Hyd
 for M/s. VJ Infosystems Ltd Secid

B. Husainappa
 STAMP VENDOR
 I. NO 11/88 Renewal 53/93
 H. No. I. P. 61,
 Erramanzil Colony, Hyd - (A. P.)

LEASE DEED

LEASE DEED executed at Secunderabad, on this the 19th day of March, 1994 by and between :

M/s. VJ INFOSYSTEMS LIMITED, represented by its Managing Director, J. Venkat Rao, Son of Sri. J. Vengala Rao, aged 27 years, having its registered office at 1-1-156, Alexander Road, Secunderabad - 500 003, hereinafter referred to as the "LESSEE", which term shall mean and include whenever the context may so require its successors-in-interest;

AND

Mr. Pramodchandra Modi, S/o. late Sri. Manilal Modi, aged 53, resident of 1-8-165, Prenderghast Road, Secunderabad hereinafter referred to as the "LESSOR", which term shall mean and include whenever the context may so require its successors-in-interest, witnesseth as follows :

The Lessor is the owner of a portion of premises No. 141 consisting of land and superstructure including therein premises No. 1-8-165 to 179 which includes the building "USHA KIRAN" consisting of basement, ground and three floors situated at Sarojini Devi Road. The Lessee has requested the Lessors to grant on lease a portion of the said building on the terms and conditions specified as hereunder :

[Handwritten signature]





100/1/5/74/1001-

100/1/5/74/1001-

100/1/5/74/1001-

H. No. 1. P. 67,
Framanzhi Colony, Hyd - A. P.

: 2 :

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the Lessor doth hereby grant and the Lessee doth hereby taken on lease a portion of building consisting of the entire first floor of "USHA KIRAN" measuring 13,500 Sq.Ft, more particularly described at the foot of this document on the following terms and conditions :

1. The Lessee shall pay a rent of Rs. 40,000/- (Rupees Forty Thousand Only) per month exclusive of Water and Electricity consumption charges and subject to the Clause pertaining to the enhancement of rent contained hereunder.
2. The Lessee shall pay an amount of Rs. 4,20,000/- as Security Deposit 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. The Deposit will be paid in the following manner :

1st Instalment	:	Rs. 2,10,000/- on signing the agreement.
2nd Instalment	:	Rs. 70,000/- after one month of commencement of work.
3rd Instalment	:	Rs. 70,000/- one month





No. 14116 Date 17/3/99 sum. 100/-

Purchased by: B. Hassannaiah & Co. P. Narasimhaiah & Co. Hyderabad

By whom: B. Hassannaiah & Co. Hyderabad

B. Hassannaiah
STAMP VENDOR
L. No. 11/89 Renewal 53/93
H. No. I. P. 61,
Erramanzil Colony, Hyd - (A. P.)

3 :

3rd Instalment	:	Rs. 70,000/- one month from the date of payment of the 2nd instalment.
4th Instalment	:	Rs. 70,000/- on occupation.

3. The lease shall be for a period of five years, commencing from the date of this agreement. This agreement of lease between the said Lessor and the said Lessee can be terminated by any of the parties with an advance written notice of six months.

THE LESSEE HEREBY COVENANTS AS UNDER :

1. The Lessee shall pay the rent regularly per each month on or before the 5th day of the succeeding month to the Lessor.
2. The Lessee shall pay and bear the Water and Electricity consumption charges apart from the rent.
3. The Lessee shall keep the demised portion in a neat and habitable condition.

[Handwritten signature]



4. The Lessee agrees to fix the electrical fittings, false ceilings, air conditioning and fire protection systems and any other system required by the Lessee to the said floor at their own cost.
5. The Lessee shall carry out all internal minor repairs and regular maintenance by way of colour wash etc., at its own cost.
6. The Lessee shall utilize the demised portion for Software Development and Educational Services and for any other allied business, but shall not use the said portion for residence or any illegal activity.
7. The Lessee shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
8. The Lessee shall enhance the rent by 20% compounded at the end of every three years.
9. The Lessee shall permit the Lessor or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.

THE LESSORS HEREBY COVENANTS AS UNDER :

1. The Lessors agree not to cause any hindrance to the Lessee in the enjoyment of the demised portion, provided the Lessee observes all the covenants without default as specified above.
2. The Lessors agree to pay the property tax and other taxes pertaining to the leased floor.
3. The Lessors agree to permit the Lessee to mortgage the tenancy rights to any recognized financial institutions provided the Lessee takes prior permission of the Lessors in writing along with the details of arrangements made with the Financial Institution to enable the Lessors to take precautions regarding payments of rents. Without written consent of the Lessors, the Lessee shall not be entitled to mortgage the leasehold right.
4. The Lessors agree to allow the Lessee to remove the electrical fittings, false ceiling, air conditioning and any other such system that the Lessee has installed at their own cost at the time of vacating the floor on the expiry of the lease, or on termination of the lease.

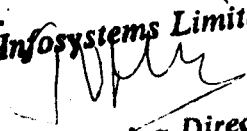
DESCRIPTION OF THE DEMISED PORTION :

The entire first floor measuring 13,500 Sq.Ft, of the building "USHA KIRAN", situated at Sarojini Devi Road, forming a part of premises No. 141 consisting of land and superstructure including therein premises No. 1-8-165 to 179 bounded on the :




NORTH BY : 40 Ft Private Road
SOUTH BY : Residential Building
EAST BY : Sarojini Devi Road
WEST BY : LIC Building and Lions Bhavan

IN WITNESS WHEREOF, the Lessee and the Lessors have signed these presents on the date and at the place mentioned above.

For VJ Infosystems Limited

Managing Director
LESSEE

Rep. by its Managing Director, J. Venkat Rao

WITNESSES :


(2) LESSOR
Pramodchandra Modi

1. Bh. Prabhu Bhaskar
Bh. Prabhu Bhaskar
S/o Bh. Narasimha Rao
Occupation: Business
H.No: 10-5-7/10,
Masab Tank,
Hyderabad - 500 028

2. Soham Modi
SOHAM MODI
S/o SATISH MODI
OCCUPATION: BUSINESS
ADDRESS: 1-10-72/2/3
BEQUIMPET HYDERABAD-16.

100Rs



7617 11.29/10 1000

P. RAMA SUPRAMMA
STAMP VENDOR

L. No. 15/55. R No. 14, 1993

A-2- 10, OLD BHOIGUDA,
SECUNDERABAD-A.P

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT executed at Secunderabad, on this the 19th day of March, 1994 by and between :-

M/s. VJ INFOSYSTEMS LIMITED, represented by its Managing Director J. Venkat Rao, Son of Sri. Vengala Rao, aged 27 years, having its registered office at 1-1-156, Alexander Road, Secunderabad - 500003, hereinafter referred to as the "HIREE", which term shall mean and include whenever the context may so require its successors-in-interest;

AND

Mr. Pramodchandra Modi, son of late Sri. Manilal Modi, aged 53, resident of 1-8-165 Prenderghast Road, Secunderabad herein after referred to as the "OWNER", which term shall mean and include whenever the context may so require its successors-in-interest; witnesseth as follows :-



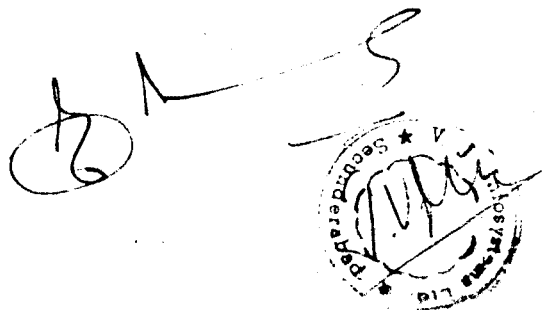
The HIREE has obtained on lease a portion of Premises bearing No. 141, situated at Sarojini Devi Road, consisting of first floor, measuring 13,500 sq. ft. from the Owners. At the request of the Hiree, the Owner has agreed to provide amenities to the Hiree more fully described in the schedule. The Hiree has agreed to pay amenities charges for the said amenities apart from the rent payable to the Owners.

NOW THIS DEED WITNESSETH AS UNDER:--

1. The Hiree shall pay amenities charges of Rs. 30,000/- (Rupees Thirty thousand only) per month apart from and along with the rent payable.
2. The Hiree shall enhance the amenities charges by 20% compounded at the end of every three years.
3. The Hiree shall pay the amenities charges for each month on or before the 5th day of the succeeding month to the Owner.
4. The Hiree shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
5. Any default in the payment of amenities charges shall be deemed to be a breach of the covenants of tenancy and the Owner shall be entitled to determine the lease and the Hiree shall give vacant possession of the tenancy.

PARTICULARS OF AMENITIES :

1. Maintenance of common area.
2. Provision of lift.
3. Provision of security
4. Provision of exclusive parking of 1,000 sq. ft.
5. Provision of generator and electrical room of 1,000 sq. ft covered area in the basement.
6. Provision of windows and doors.
7. Provision of sanitary fittings.
8. Plumbing
9. Provision of common parking area.




IN WITNESS WHEREOF, the Hiree and the Owner have signed these presents on the date and at the place mentioned above

For VJ Infosystems Limited
Managing Director.

(1) HIREE
Rep. by its Managing Director J. Venkat Rao

WITNESSES :

1. Bh. Prabhu Bhasker
Bh. Prabhu Bhasker
S/o Bh. Narasimha Rao.
Occupation: Business
H.No: 10-5-7/10,
Masab Tank,
Hyderabad - 500 028


(2) OWNER
Pramodchandra Modi

2. Sohan Modi

SOHAN MODI
S/O JATISH MODI

OCCUPATION: BUSINESS

ADDRESS : 1-10-72/2/3

BEGLUMPET

HYDERABAD 50010.