DOCUMENT NO: 1983 OF 2004 OF BOOK-1

8. R. O. SECUNDERABAD

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Date: 22/03/04serial No: 2939 Purchased by: A Kally ... For Whomas 8/0: Rajaiay

M/s: Sonata Software C+2,

e Seva Ex-Officio Stamp Vander Banjara Hills.

LEASE DEED

THIS DEED OF LEASE is made and executed on this the 30th Day of Two Thousand and Four BY AND BETWEEN:

- 1. Smt. Kokilaben J. Kadakia W/o. Late Shri. Jayantilal M. Kadakia aged 72 years permanent resident of 1-10-176, Begumpet, Hyderabad - 500 016, and temporarily residing at #910, South Elcamino, Real Samclemante, California - 92672, U.S.A.
- 2. Shri. Rajesh J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia aged50years residing at #910, South Elcamino, Real Samclemante, California - 92672, U.S.A.
- 3. Shri. Sharad J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia aged46years residing at #5405, Alton, Pkwysa-639, Irvine, California, U.S.A.

(hereinafter 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 ONE PART.

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For Sonata Con Nare

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Date: 27/08/04 Serial No: 2 340 Purchased by: A. Raju...For Whom! S/o; Rajaiah,

Ms: Sonate Software (H),

e Seva Ex-Officio Stamp Vende Banjara Hille.

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 - 560019, represented by Senior Vice President & C.F.O. Mr. Thomas K. Joseph.

(hereinafter referred to as the "LESSEE" 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 OTHER PART:

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 - 500016 (hereinafter referred to as Villa).

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.

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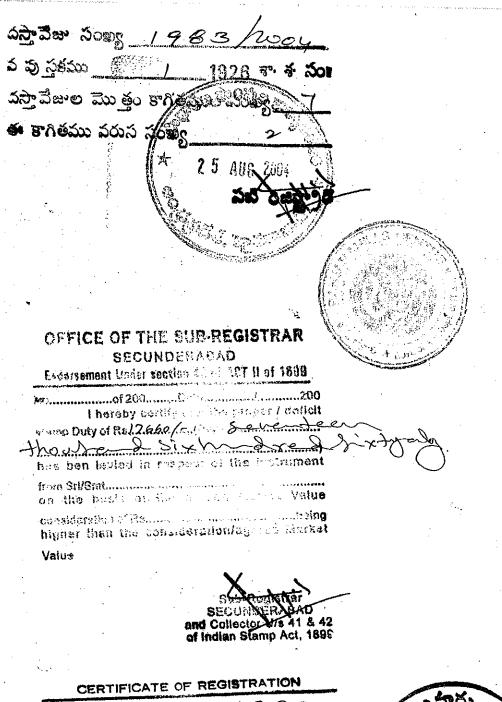
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For Son Street Limited

Page 2 of 6



Date : 14/12/2004 Registering Officer

THE SEAL STORY

NOW THIS DEED OF LEASE WITNESSETH 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 - 500016, 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 1st day of December 2004 on the terms and conditions hereinafter mentioned.

PERIOD OF LEASE, RENT AND DEPOSIT: 1.

In the name of Sharad J. Kadakia

- The lease of the Villa shalf be for a period of 3 years starting from the 1st day of 1.1 December 2004.
- 1.2 The LESSEE shall pay a rent of Rs.16,000/- (Rupees sixteen thousand only) per month to the LESSORS by an account payee cheque in the name of the LESSORS only as under: In the name of Kokilaben J. Kadakia Rs.8,000/-In the name of Rajesh J. Kadakia Rs.4,000/-

1.3 The LESSEE shall pay the lease rent in advance on or before 7th 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

Rs.4,000/-

2. DEPOSIT

The LESSEE shall on or before execution of this Deed give to the LESSORS a 2.1 security deposit aggregating to Rs.2,40,000/- (Rupees two lakhs forty 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 LESSORS shall be entitled to deduct from the said security deposit any unpaid lease rent or any other sums due and payable by the LESSEE to the LESSORS pursuant to terms of this Deed. Deposit to be given in the name of: Kokilaben J. Kadakia Rs. 1,20,000/-

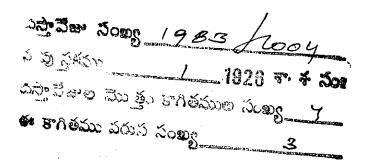
Rajesh J. Kadakia Rs. 60,000/-

- Sharad J. Kadakia Rs. 60,000/-
- If the LESSORS fails to return the said security deposit at the end of this lease 2.2 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 until 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.

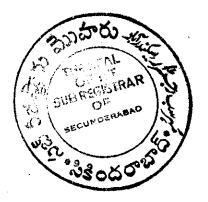
3. RENEWAL

At the expiry of its period, this lease may be renewed subject to mutual consent of 3.1 both the LESSORS and LESSEE upon such terms and conditions as may be agreed between them. However, the LESSORS shall be entitled to a minimum increase of 15% in the rent.

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TAXES

The LESSORS to bear and pay and discharge 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 representatives 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 6.1. LESSEE and its subsidiaries and associate companies.
- The LESSEE shall not use the Villa for any illegal, objectionable or unauthorized 6.2. purposes or business.

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 favor of anyone else.

9. INSPECTION:

The LESSORS or their authorized agent/s 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.

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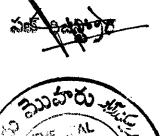
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10. POSSESSION AND DELIVERY BACK:

The LESSORS shall hand over vacant possession of the Villa on 1st December, 2004 in the acceptable condition to the LESSEE with superior quality fittings. However, in case of delay in handing over vacant possession of the Villa by the LESSORS, the LESSEE shall be entitled not to pay the rent for the period of delay in handing over possession. 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:

- 11.1. 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 LESSORS 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, not withstanding 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.
- 11.3. On expiry of the lease period or earlier termination of the Lease the LESSORS shall be entitled to re-enter upon the Villa.

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:

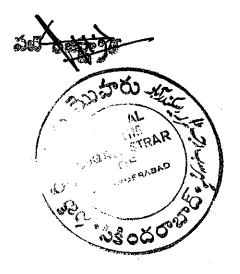
This Deed is executed in two originals and the LESSORS and LESSEE shall retain one original each.

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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.

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 - 500016, consisting of Main House with 4 bed rooms, 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 given below:

East By

Neighbours property

West By

Building known as Greens Towers belonging to Lessor No.1

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:

.(Kokilaben J. Kac

Sharad J. Kadakia)

In the presence of: Jigar S Kotau

Skedakia Swat Kadalaa

SIGNED AND DELIVEREDBY

the LESSEE above named

For Sanata Soitware Limited

(Thomas Khyoseph) Joseph

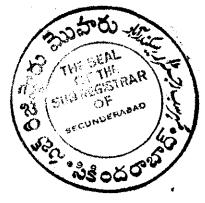
Vice Président & CFO

In the presence of:

Page 6 of 6

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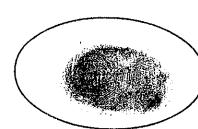
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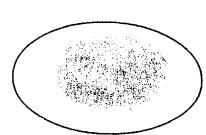


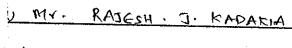


Mrs. KOKILAREN J. KADAKIA

Plo. 1-10-176, Begumpet, Hydens

Real Samclemante, California - 9





R/o. # 910, South (Elcamino,

Real Schiclemante,

California - 92672, U.S.A

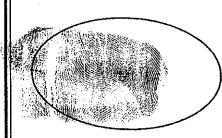


3) Mr. SHARAD J. KADAKIA

Rlo # 5405, Alton,

Pkwysa-639, Irvine

California, U.S.A





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Mr. Thomas K. Joseph



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Shadakia



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SIGNATURE OF THE EXECUTANT'S

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