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SECUNDERABAD 500 003.

LEASE AGREEMENT

This LEASE AGREEMENT executed at Secunderabad, on this the 18th day of March 2004 by and between:

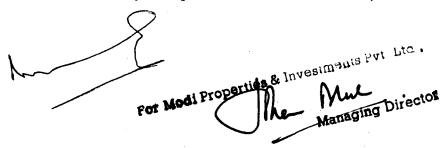
M/s. Ramtech Software Solutions Private Limited, having its office at D-4, Okhla Industrial Area, Phase - I, New Delhi - 110 020, rep. by its Director Mr.Manish Sanwalka, S/o. Sri Satish Chandra Sanwalka, aged about 36 years, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

- 1. M/s. Modi Properties & Investments Private Limited, having its registered office at 5-4-187/3 &4, III floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Director Mr. Soham Modi.
- 2. Shri. Pramod Chandra Modi S/o. Late Shri. Manilal Modi, aged 5 years, resident of 1-8-165, Prenderghast Road, Secunderabad hereinafter jointly referred to as the "LESSOR" and severally referred to as LESSOR No. 1 and LESSOR No. 2 respectively (which term shall mean and include whenever the context may so require its successors-in-interest)

FOR RANTECH SOFTWARE BOLUTIONS PVT. LTD

Director



- A. The LESSOR is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the premises viz., a portion of the ground floor admeasuring about 1,900 square feet forming a part of the building known as Usha Kiran Complex, bearing No. 1-8-167 to 179/2, situated at S. D. Road, Secunderabad 500 003, hereinafter referred to as the said premises more particularly described in the schedule given hereunder.
- B. The LESSEE has requested the LESSOR to permit the LESSEE to use and occupy the said premises more particularly described in the schedule annexed hereto, on LEASE basis.
- C. The LESSOR has acceded the request of the LESSEE, and has agreed to permit the LESSEE to use and occupy the leased premises on such terms and conditions hereinafter mentioned.
- D. 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 take on lease a portion on the ground floor of the building known as "USHA KIRAN COMPLEX" measuring about 1900 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. 10,000/- (Rupees Ten Thousand only) per month exclusive of Water and Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder, in favour of LESSOR NO. 2.
 - 2. The LESSEE shall pay an amount of Rs.1,79,550/- (Rupees One Lakh Seventy Nine Thousand Five Hundred and Fifty only) as Security Deposit in favour of LESSOR NO. 1, which shall be refunded by the LESSOR 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 LESSOR.
 - 3. The Lease shall be for a period of five years, commencing from 1st April 2004. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of six months.
 - 4. The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed if any when called upon by either of the parties to do so at any time during the currency of Lease Agreement.
 - 5. The expenses of Stamp Duty and Registration Charges of this Agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.
 - 6. On expiry of this lease agreement the lease shall be extended only on mutually agreed terms.

THE LESSEE HEREBY COVENANTS AS UNDER:-

1) The LESSEE shall pay the rent regularly per month on or before the 7th day of the succeeding month.

AMTECH SOFTWARE SOLUTIONS PVT. LTD

Director

- 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.
- 4) The LESSEE shall carryout all minor repairs and regular maintenance by way of colour wash etc. at its own cost.
- 5) The LESSEE shall utilize the demised portion for its office, including its associated companies in the group, but shall not use the said portion for residence or any illegal activity.
- 6) The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 8% compounded at the end of every year.
- 8) The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.

THE LESSOR HEREBY COVENANTS AS UNDER:

- 1) The LESSOR agreed not to cause any hindrance to the LESSEE in the enjoyment of the said premises provided the LESSEE observes all the covenants without default as specified above.
- 2) The LESSOR agreed to pay the property tax and other taxes pertaining to the Leased floors.
- 3) The LESSOR agreed to allow the LESEE to remove the electrical fittings and 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.

SCHEDULE OF THE PREMISES

All that a portion on ground floor admeasuring about 1900 sq. ft. in the building known as "USHAKIRAN COMPLEX", situated at Sarojini Devi Road, Secunderabad - 500 003, bearing Premises No. 1-8-179/2, bound on the:-

NORTH BY

40 ft. Private Road

SOUTH BY

Lift, Lobby & premises occupied by Tech Pacific Ltd.

EAST BY

Premises occupied by Sandvik Asia Ltd. & HDFC Bank Ltd.

WEST BY

30' passage & LIC building

IN WITNESS WHEREOF the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

For LAMTECH SOFTWARE/SOLUTIONS PVI. LTD.

WITNESSES:

1

LESSOR No. 2

(PRAMOD CHANDRA MODI)

Director

For Modi Properties & Investments

LESSEE

2.



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GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT executed at Secunderabad, on this the 18th day of March 2004 by and between:

M/s. Ramtech Software Solutions Private Limited, having its office at D-4, Okhla Industrial Area, Phase - I, New Delhi - 110 020, rep. by its Director, Mr. Manish Sanwalka, S/o. Sri Satish Chandra Sanwalka, aged about 36 years, hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest;

AND

1. Modi Properties & Investments Private Limited, 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director, Mr. Soham Modi.

2. Shri. Pramod Chandra Modi, S/o. Late Shri. Manilal Modi, aged 63 years, resident of 1-8-165, Prenderghast Road, Secunderabad hereinafter referred to jointly as the "OWNER" and severally as OWNER NO.1 and OWNER NO.2 respectively(which term shall mean and include whenever the context may so require his successors-in-interest; witnesseth as follows):-

For RAM CH SQETWARE COLUTIONS PVT. LTD

Shreator

Por Modi Properties & Investments Pvt. Ltd

Liameding Director

The HIREE has obtained on lease a portion of the ground floor of the building known as Ushakiran Complex, bearing No. 1-8-179/2, admeasuring 1900 sft. situated at S.D. Road, Secunderabad - 500 003, from the OWNER vide lease agreement dated 18th March 2004. 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 OWNER.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1. The HIREE shall pay amenities charges of Rs.19,925/- (Rupees Ninteen Thousand Nine Hundred and Twenty Five only) per month apart from and along with the rent payable in favour of OWNER NO.2.
- 2. The HIREE shall enhance the amenities charges by 8% compounded at the end of every
- 3. The HIREE shall pay the amenities charges for each month on or before the 7th of day of the succeeding month to the OWNER NO.2.
- 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 areas.
- 2) Provision of generator for lift and common area lighting.
- 3) Provision of common security for the building.
- 4) Provision of exclusive parking for 2 cars.
- 5) Provision of windows and doors.
- 6) Provision of Bath rooms & sanitary fittings.
- 7) Provision of space for A.C. Generator equipment, UPS etc.
- 8) Provision of Electricity Meter. (20 KVA Copacity)
- 9) Provision of Lifts.

IN WITNESS WHEREOF the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

WITNESSES:

2.

TACH SOFTWARE SOLUTIONS PVT. LTD

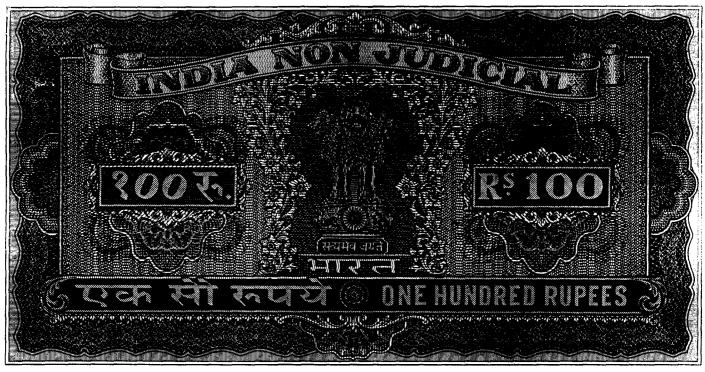
(Pramod Chandra Modi)

(Pramod Chandra Modi)

For Modi Properties & Investments Pyt. Lta.

OWNER NO.

(SOHAM MODI)



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6-4-76/A CHIMALGIUM

SECUNDERABAD - E00 003.

SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT executed at Secunderabad, on this the 18th day of March 2004 by and between:

M/s. Ramtech Corporation, having its office at D-4, Okhla Industrial Area, Phase - I, New Delhi - 110 020, rep. by its Director Mr.Manish Sanwalka, S/o. Sri Satish Chandra Sanwalka, aged about 36 years, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

Shri. Pramod Chandra Modi, S/o. Late Shri. Manilal Modi, aged 63 years, 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 his successors-in-interest)

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Whereas the LESSEE has taken on lease about 6,485 sft. of office space on the third floor of Ushakiran Complex, situated at 1-8-179/2, S. D. Road, Secunderabad – 500 003, vide lease agreement dated 01.02.2002 for a period of five years commencing from 1st February 2000. WHEREAS the LESSEE has requested the LESSOR to provide additional space for a store room in the basement of the same building, and the LESSOR has agreed to grant on lease additional space of about 260 sft. in the basement floor of the building known as Ushakiran Complex, situated at S. D. Road, Secunderabad, on the following terms and conditions:

- 1. The LESSEE shall pay an additional rent of Rs. 1,729/- per month apart from and along with the rent payable for the third floor premises.
- 2. The LESSEE shall enhance the rent by 8% compounded at the end of every years.
- 3. The LESSEE shall pay an additional security deposit of Rs.10,374/-.
- 4. This lease shall commence from 01.01.2004.
- 5. Any default in payment of the rent charges for the store room premises shall be deemed to be a breach of the covenants of tenancy and the LESSOR shall be entitled to determine the lease and the LESSEE shall give vacant possession of the said premises.

IN WITNESS WHEREOF the LESSOR and the LESSEE herein have signed this supplementary agreement on the day, month and the year first above written and in the presence; of the following witnesses:

WITNESSES.

1.

2.

LESSOR

(PRAMOD CHANDRA MO



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C. Modi Rlo Sectal 11-3-1141, GOKUL NAGAR,

HYDERABAD.

LEASE AGREEMENT

This LEASE AGREEMENT executed at Secunderabad, on this the 1st day of February, 2000 by and between:-

M/s. Ramtech Corporation having its office at D-4, Okhla Indl.Area, Phase-I, New represented by Shri. Manish Sanwalka Son of Shri. Satish Chandra Sanwalka aged about 31 years, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

<u>AND</u>

Shri. Pramod Chandra Modi, son of late Sri Manilal Modi, aged 53, resident of 1-8-165, Prederghast Road, Secunderabad – 500 003, 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 absolute owner of a portion of the third floor of the building know as Usha Kiran Complex, bearing no 1-8-179/2, admeasuring about 6485 sft situated at S. D. Road, Secunderabad – 500 003, hereinafter referred to as the said premises. The LESSEE has taken on lease the said premises from the LESSOR from 1st February 1996. The LESSEE has requested the LESSOR to renew this lease for a further period of 5 years commencing from 1st February 2000. The LESSOR agrees to renew the lease for the said premises on the terms and conditions specified as hereunder.

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the convenants agreed specified hereunder, the LESSOR doth hereby grant and the LESSEE doth hereby taken on lease a portion on the third floor of the building known as "USHA KIRAN COMPLEX" measuring about 6485 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. 16,213/- (Rupees Sixteen Thousand Two Hundred and Thirteen 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 has paid an amount of Rs. 3,02,400/- (Flupees Three Lakhs Two Thousand Four Hundred only) as Security Deposit which shall be refunded by the LESSOR 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 LESSOR.
- 3. The Lease shall be for a period of five years, commencing from 1st February 2000. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of six months.
- 4. The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of Lease Agreement.
- 5. The expenses of Stamp Duty and Registration charges of this Agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.
- 6. On expiry of this lease agreement the lease shall be extended only on mutually agreed terms.

THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1) The LESSEE shall pay the rent regularly per each month on or before the 7th 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.
- 4) The LESSEE shall carryout all minor repairs and regular maintenance by way of colour wash etc. at its own cost.
- 5) The LESSEE shall utilize the demised portion for its office, including its associated companies in the group, but shall not use the said portion for residence or any illegal activity.
- 6) The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 8% compounded at the end of every year.

8) The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.

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THE LESSORS HEREBY COVENANTS AS UNDER:-

- 1) The LESSOR agreed 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 LESSOR agreed to pay the property tax and other taxes pertaining to the Leased floors.
- 3) The LESSOR agreed to allow the LESSEE to remove the electrical fittings and 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

All that a portion on third floor admeasuring about 6485 sq.ft. of the building know as "USHA KIRAN COMPLEX" situated at Sarojini Devi Road, Secunderabad – 500 003, bearing Premises No. 1-8-179/2, bounded on the:-

NORTH BY

: 40 ft Private Road

SOUTH BY

: 8" passage

EAST BT

: Sarojini Devi Road

WEST BY

: 30" passage & LIC Building

IN WITNESS WHEREOF the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

WITNESSES

1.

LESSEE

(Pramod Chandra Modi)



GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT executed at Secunderabad on this the 1st day of February, 2000 by and between:-

M/s. Ramtech Corporation having its office at D-4, Okhla Indl. Area, Phase-I, New represented by Shri. Manish Sanwalka S/o. Shri. Satish Chandra Sanwalka aged ³¹ years, hereinafter referred to as the "HIREE", which term shall mean and include whenever the context may so require its successors-in-interest;

AND

Shri. Pramodchandra Modi, son of late Sri. Manilal Modi, aged 53, resident of 1-8-165 Prenderghast Road, Secunderabad – 500 003, 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:-

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The HIREE has obtained on lease a portion on third floor in the Building known as "USHA KIRAN COMPLEX" bearing premises No. 1-8-179/2, situated at Sarojini Devi Road, Secunderabad – 500 003, admeasuring about 6,485 sq. ft. from the OWNER. 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 OWNER.

NOW THIS DEED WITNESSETH AS UNDER:-

- 1) The HIREE shall pay amenities charges of Rs. 52,356/- (Rupees Fifty Two Thousand Three Hundred and Fifty Six only) per month apart from and along with the rent payable.
- 2) The HIREE shall enhance the amenities charges by 8% compounded at the end of every year.
- 3) The HIREE shall pay the amenities charges for each month on or before the 7th of 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 areas.
- 2) Provision of generator for lifts and common area lighting.
- 3) Provision of common security for the building.
- 4) Provision of exclusive parking for 2 cars.
- 5) Provision of windows and doors.
- 6) Provision of Bath rooms & sanitary fittings.
- 7) Provision of space for A.C. Generator equipment, UPS etc.
- 8) Provision of Electricity Meter.
- 9) Provision of Lifts.

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

WITNESSESS

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OWNER (Pramodchandra Modi)