

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

03AA 697288

Date : 13-09-2004
Purchased By :
A. RAJU
S/O.A. RAJAJAH
HYDERABAD

Serial No : 2706
For Whom :
SONATA SOFTWARE LIMITED
HYDERABAD



LEASE DEED

THIS DEED OF LEASE made and executed on this 15th day of September Two Thousand Four BETWEEN :

SMT. KOKILABEN J. KADAKIA, wife of Late Jayantilal Kodakia, aged about 72 years, occupation house wife, residing at no. 1-10-176, Begumpet, Secunderabad, represented through her Power of Attorney Shri. Pramod Modi, hereinafter referred to as "LESSOR" (which expression shall unless excluded by or repugnant to the subject or context shall deem to include her heirs, executors, administrators, successor or successors and/or assigns) of the First Part;

AND

MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad duly represented by Mr. Soham Modi, Manging Director of the Company hereinafter called the "CONFIRMING PARTY" (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 Second Part.

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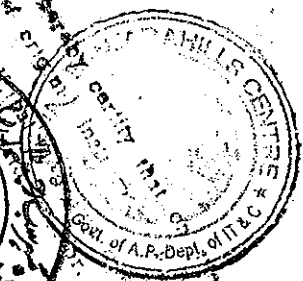
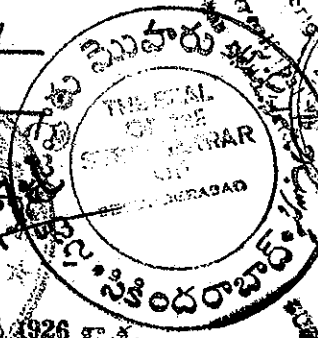
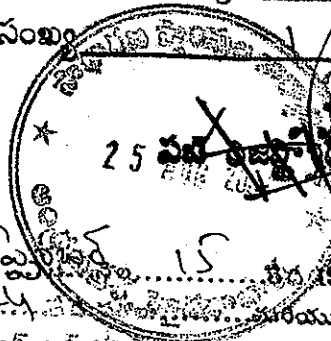
For Modi Properties & Investments Pvt. Ltd.
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Managing Director

For Sonata Software Limited
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Thomas K. Joseph
Sr. Vice President & CFO

పుస్తకము 1 1926 కా. శ. నా

స్త్రావేజుల మొత్తం కాగితముల సంఖ్య 17

ఈ కాగితము వరుస సంఖ్య



2004వ సంవత్సరము నుండి...

గంభీర మధ్య సికింద్రాబాద్...

సెక్షన్ 32. నమనందిని సమర్పించబడిన ఫోటో గ్రాఫులు మరియు

వేలిముద్రలతో సహా దాఖలు చేసే రుసుము రూ. 20475/-

తెలానుద్వారా చెల్లించినారు.

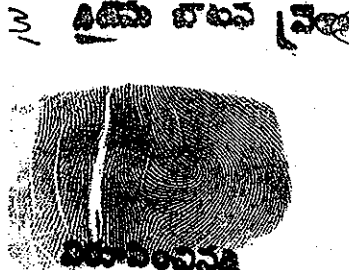


NAME: Ramod Modi S/O: M.e Modi
OCC: Business R/O: Begumpet, Hyd



John Mudi

NAME: Solace Modi S/O: Sathish Modi
OCC: Business R/O: P. No 280, Road No 280, G.H.S. Hyd



NAME: Thomas K. Joseph S/O: Joseph Kurian
OCC: Service R/O: A.P.S. Trust Bldg, Bull Temple Road Bangalore

1) [Signature]

NAME: AA Sheriff S/O: DAG Sheriff
OCC: [unclear] R/O: [unclear]

2)

NAME: [unclear] S/O: [unclear]
OCC: [unclear] R/O: [unclear]

2004వ సంవత్సరము నుండి...

AND

SONATA SOFTWARE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered 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-560 019 duly represented by Mr. Thomas K. Joseph, Senior Vice President & C.F.O. of the Company hereinafter called 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 **Third Part**;

WHEREAS the Lessor is the absolute owner of all that land admeasuring 4089 square yards and superstructures thereon bearing Municipal No. 1-10-176, Begumpet, Secunderabad having purchased by an absolute Sale Deed dated 27th February 1963 executed by Smt. Buland Akter Begum and Kushro Mahboob Ali Khan and registered as document no. 287 of 1963 in Book no. 1, Volume no. 66 at pages 271 to 274 in the office of the Sub-Registrar, Secunderabad, and ever since the date of purchase she is in peaceful possession and enjoyment of the same.

AND WHEREAS the Lessor represented that she has obtained all necessary sanctions and approvals from the Municipal Corporation of Hyderabad and other authorities for the construction of the commercial building on the premises bearing Municipal No. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh and accordingly constructed a commercial building on the balance land area of 3,310 square yards left after road widening known as "**GREENS TOWERS**" comprising of two basements, ground and four upper floors having super built up area admeasuring about 78,000 square feet.

AND WHEREAS the Lessor has further represented that (a) all necessary permissions have been obtained for construction of the said building, (b) the Lessor has completed the construction in conformity with the building rules and bye laws and sanctioned plans, (c) the said building can be used for commercial purposes, and (d) there is no legal impediment for using the said building for carrying on business of the Lessee.

AND WHEREAS by a Property Management Agreement dated 5th December 2003 made between Mrs. Kokilaben J. Kadakia (LESSOR herein) as Owner of the one part and Modi Properties & Investments Private Limited (**CONFIRMING PARTY** herein) as

For Modi Properties & Investments Pvt. Ltd.

Managing Director

For Sonata Software Limited

దస్తావేజు నంబర్ 1605/200A
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 ఈ కాగితము వరుస సంఖ్య 2



**OFFICE OF THE SUB-REGISTRAR
 SECUNDERABAD**

Endorsement Under section 42 of ACT II of 1898

No. 1605 of 200A Date 24.12.2004

I hereby certify that the proper / correct


stamp duty of Rs. 304.75 rupees. IN see labels & also

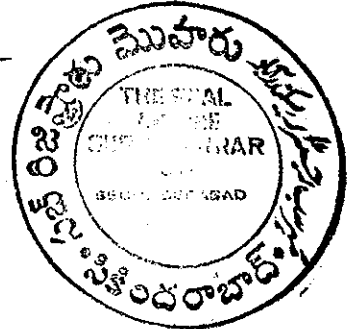
three hundred seven hundred seventy five only

has been paid in respect of the instrument

from Rs. Kobilaben S.K. on the basis of the correct Market Value

consideration of 2019354 being higher than the consideration/agreed Market Value.

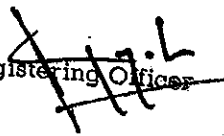

 Sub-Registrar
 SECUNDERABAD
 and Collector of Stamps 11 & 42
 of Indian Stamp Act, 1898



CERTIFICATE OF REGISTRATION

Registered as Document No: 1605
 of 200A (1926 SE)
 of Book - 1 and assigned the
 Identification Number 1606
 for Scanning.

Date: 24/9/2004 Registering Officer



Manager of the other part for the consideration mentioned therein the Manager has agreed to render its property management services in respect of in commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176, Begumpet, Secunderabad subject to the terms and conditions mentioned therein.

AND WHEREAS the Lessor has offered and the Lessee is desirous of taking on lease the office space of entire Second Floor admeasuring 16980 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176/B, Begumpet, Secunderabad, Andhra Pradesh hereinafter referred to as the "Demised Premises" for a period of nine (9) years for office use only and the Parties herein have mutually agreed on the terms and conditions of lease of the Demised Premises hereinafter appearing.

NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS :

1. In consideration of the rent herein reserved and of the covenants on the part of the Lessee to be performed and observed, the Lessor hereby grants and demises unto the Lessee the office space of entire Second Floor admeasuring 16980 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176/B, Begumpet, Secunderabad, Andhra Pradesh together with the right to use and enjoy the facilities provided thereto morefully described in the Schedule hereunder written and together with all easements, rights and advantages appurtenant thereof.

- a) The tenancy month shall be the English Calendar month.
- b) The lease shall be for a period of nine (9) Years commencing from 1st December 2004 (hereinafter called the 'effective date') and the Lessee and the Lessor shall have an option to renew the same for a further period only on mutually agreed terms and conditions by execution and registration of a fresh Lease Deed. The Lessee and the Lessor shall exercise its option for renewal by issuing a written notice of at least 3 (three) month's prior to the expiry of the period of lease indicating its intention to renew the lease. In the event the Lessee opts not to renew the

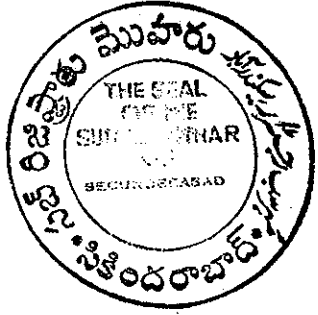
For Modi Properties & Investments Pvt. Ltd.

For Sonata Software Limited
Managing Director

Thomas K. Joseph
Sr. Vice President & CFO

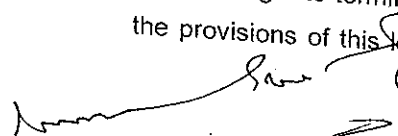
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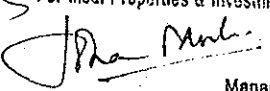
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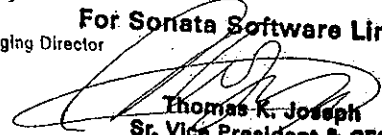
lease, the Lessee shall vacate and deliver peaceful vacant possession of the Demised Premises to the Lessor at the expiry of the initial period of lease stipulated in this deed simultaneously with the Lessor refunding the entire amount of Interest Free Refundable Security Deposit subject to deductions of any amount as may be legitimately due from and/or payable by the Lessee on account of any statutory payments and/or for curing any Damage caused to the said Demised Premises due to the fault of the Lessee, normal wear and tear excepted.

- c) The Lessee shall pay to the Lessor a sum of Rs. 67,920.00 (Rupees sixty seven thousand nine hundred and twenty only) from 1st December 2004 and thereafter a sum of Rs. 1,35,840.00 (Rupees one lakh thirty five thousand eight hundred and forty only) from 1st June 2005 per month as lease rent for the Demised Premises by account payee cheque subject to deduction of Tax at source as may be applicable and the Lessee shall issue to the Lessor certificate of tax deducted at source within two months from the end of every financial year.
- d) The possession of the Demised Premises is deemed to be handed over to the Lessee on the date of execution of the Lease Deed to enable the Lessee to carrying out its interiors and fit outs to the Demised Premises. The Lessee shall not raise any objections on handing over the possession.
- e) The Lessee hereby agrees to increase the rent payable to the Lessor in respect of the Demised Premises at the rate of 12% after completion of initial period of two (2) years i.e. from 1st December 2006 and thereafter at the rate of 6% of the rent once in every one (1) year of the last rent paid.
- f) The lease can be terminated by the Lessee only after completion of first three (3) years period from the date of signing the Lease Deed i. e. lock-in period by giving six (6) months' prior notice in writing to the Lessor or by payment of rent in lieu thereof. The Lessor and Lessee, however, shall have the right to terminate this lease any time in case of breach of any of the provisions of this lease by either of the parties by giving prior written


For Modi Properties & Investments Pvt. Ltd.


Managing Director

For Sonata Software Limited


Thomas K. Joseph
Sr. Vice President & CFO

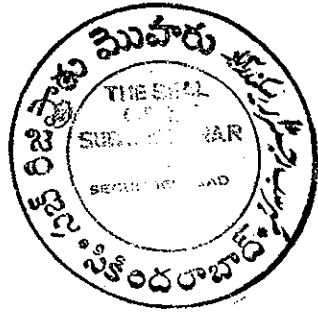
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notice of at least 3 (three) months in advance of the termination date, unless the defaulting party has cured the breach before expiration of the notice period and in which case the lease shall not be terminated.

- g) It is clarified that in the event that this Lease Deed is terminated by either party for any reason during the lease period of nine years then the other six Lease Deeds and General Amenities Agreements executed and being registered simultaneously with this Lease Deed by the Lessee and/or its subsidiary for balance 7740 and 5580 square feet in ground floor, 13500 square feet in first floor, 16980 square feet in third floor and 17220 square feet in fourth floors in the commercial building known as "Greens Towers" Municipal No. 1-10-176, Begumpet, Secunderabad shall also stand terminated.
- h) The Lessee shall, regularly pay the rent in advance on or before the 7th day of each calendar month for which it is due, subject to statutory deductions, as may be applicable from time to time, beginning and with effect from the effective date and the Lessor or her authorised representative shall give the Lessee receipts for the payment of such rents.
- i) The Lessee has agreed to pay a sum of Rs. 40,75,200.00 (Rupees fourty lakhs seventy five thousand and two hundred only) on account of Interest Free Refundable Security Deposit (hereinafter referred to as the 'Security Deposit') to the Lessor in two equal installments i.e. on or before 15th September 2004 as first installment and balance deposit on 1st December 2004 for the entire lease period, for due performance of the contract. The Security Deposit shall not be enhanced during the lease period.
- j) The Lessor shall refund the entire amount of the Security Deposit to the Lessee simultaneously with the Lessee surrendering vacant possession of the Demised Premises on expiration of this lease or on earlier termination, as the case may be subject to deduction of legitimate dues payable by the Lessee to any department as a result of their use of the premises. The Lessee shall endeavor to re-instate the premises to its original condition prior to handing over physical possession of the same. The Lessee shall

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For Sonata Software Limited

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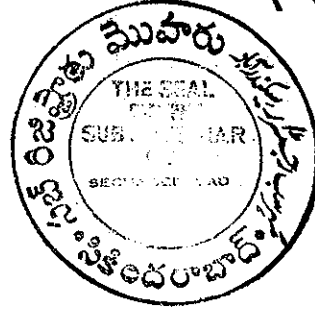
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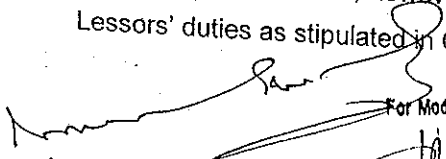


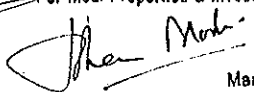
inform the Lessor prior to such handing over of physical possession and shall endeavor to carryout such repairs as the Lessor may suggest and the Lessee may consider reasonable except normal wear and tear.

- k) In the event of the Lessor failing to refund the amount paid on account of Security Deposit, the Lessee shall not be liable to pay rent thereafter but will be entitled to retain physical possession together with right to sub-let the Demised Premises to any third party till the entire amount of Security Deposit is refunded along with interest at the rate of 18% per annum from the date of termination until the entire amount is repaid in full subject to the deductions mentioned in clause 1 (j).

2. The Lessee hereby covenants and represents with the Lessor as follows :

- a) To regularly pay the monthly lease rent reserved above on the due dates and in the manner stated above. In case of delay in payment of monthly rent the Lessee shall be liable to pay interest at the rate of 18% per annum on the rent amount due, from the due date till the actual date of payment.
- b) To deliver back vacant possession of the Demised Premises to the Lessor immediately upon expiry of the term of this lease and/or on earlier termination in good and tenantable condition subject to reasonable wear and tear on condition that simultaneously the Lessor refunds the entire amount of Security Deposit after deducting the legitimate dues and towards repairs on account of damages caused to the Demised Premises by the Lessee, if any.
- c) To carryout day to day maintenance of the Demised Premises including three (3) lifts and keep the same in good and tenantable condition, carryout minor repairs of whatsoever nature as may be necessary to the Demised Premises, but, however, shall not be responsible to perform the Lessors' duties as stipulated in Clause 3 herein below.


For Modi Properties & Investments Pvt. Ltd.


Managing Director **Sonata Software Limited**


Thomas K. Joseph
Sr. Vice President & CFO

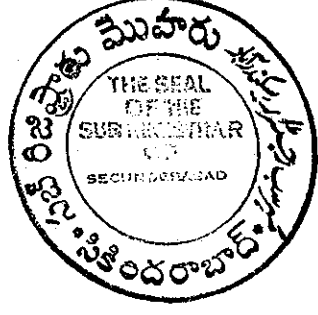
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- d) Not to store any combustible materials or other articles prohibited under law in the Demised Premises and use the same only for lawful business and allied purposes as permitted under law. However, the Lessee may store the LPG cylinders and such chemicals and other materials or articles that required for the use in the cafeteria, for running of DG sets and for cleaning purposes as permitted under the law.
- e) Not to do or cause to be done anything that might affect Lessor's title over the Demised Premises including any actions or inactions, which might prejudicially affect the protection under any insurance coverage, obtained by the Lessor.
- f) The Lessee shall not alter or make structural additions and alterations that may permanently damage the demised premises and/or change the external appearance or common areas like lobbies and the parking floors in the Demised Premises or remove therefrom any fixtures or fittings provided by the Lessor therein without the prior written permission of the Lessor, which shall not be unreasonably withheld. Nevertheless, the Lessee may, without express permission, install any temporary partition, interior decoration and fitouts without causing any damage to the existing structure of the Demised Premises, provided however, that on the expiration or termination of this lease, the Lessee at its own cost and expense, shall remove all such temporary partitions and put the Lessor in possession of the Demised Premises in the same condition in which it is delivered to the Lessee, normal wear and tear excepted.
- g) The Lessee shall be liable to pay the charges at actual for the consumption of the power in the Demised Premises at the prevailing tariff as applicable in respect of the Demised Premises. The Lessee shall be responsible for the consequences of non-payment of consumption charges to the APTRANSCO or any statutory authority regulating the electricity supply. The Lessee shall also be liable to pay the penalty and/or additional consumption deposit as may be imposed by APTRANSCO or any other regulatory authority in the event that such penalty and/or additional consumption deposit is levied for reasons directly

For Modl Properties & Investments Pvt. Ltd.

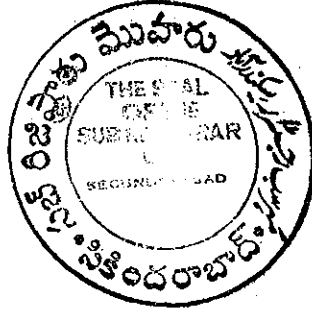
For Sonata Software Limited

Managing Director

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దస్తావేజు సంఖ్య 1605/200A
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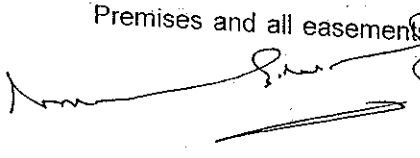
attributable to the usage of the power to the Demised Premises by the Lessee.


- h) The Lessee shall not do or suffer to be done in the Demised Premises any act, deed, matter or thing that may cause nuisance or annoyance to the Lessor or neighbours.
- i) The Lessee agrees that the Lessor shall not be responsible or liable for any theft, loss or damage or destruction of any property of the Lessee lying in the Demised Premises, nor for any bodily injury to any person during the occupancy of the Demised Premises from any cause whatsoever unless it is due to the willful act or omission/negligence on part of the Lessor.
- j) The Lessee shall give reasonable access/ right of way to the premises situated at rear side of Greens Towers from the lower basement and drive way at all times to the Lessor and her family members a list of whom should be provided to the Lessee upon execution of this Deed.

3. The Lessor hereby covenants with the Lessee as follows :

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 Demised Premises including property tax or ground rent to the appropriate authorities and comply with all the laws, rules and regulations of the Government and local authorities as required. In the event of the Lessor failing to pay the said taxes and/or any demand being raised on the Lessee in view of the Lessor's default in making the payments due to the concerned authority the Lessee may at its discretion pay the same after giving 15(fifteen) day's notice to the Lessor and deduct the same from the future rent.

- a) That the Lessee, upon paying the rent and observing and performing the several covenants and conditions on the Lessee's part herein contained, shall be entitled to peaceful possession and enjoyment of the Demised Premises and all easements, rights and advantages appurtenant thereto:


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For Sonata Software Limited
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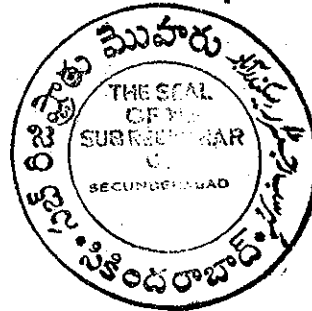
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at all times during the period of this lease without interruption by the Lessor or any person claiming under or in trust for her.

- b) The Lessee shall be entitled for erection of the antenna for Data Communication Radio Linkage or such other erections/ installations at no extra cost. All expenses connected with the above erection will be borne by the Lessee only. PROVIDED HOWEVER, that the Lessee shall apply for and keep valid and subsisting all statutory permissions and sanctions as may be required for installing and running the said Data Communication Linkage from the Demised Premises.
- c) The Lessor shall allow 24 hours a day watch and ward by the Lessee including arrangement for security at the cost of the Lessee. The Lessee shall be responsible to ensure adequate security for all the equipment and Demised Premises.
- d) Subject to Clause 2 (b) above, the Lessor shall allow the Lessee to erect/install any temporary partition or structure or make other temporary alterations at the Lessee's cost at no additional rent/charge in order to provide for conference rooms, cabins, work stations etc., subject to Lessee ensuring permissible load factors on the Demised Premises without causing damage to the building.
- e) The Lessor shall during the period of lease insure and keep comprehensively insured all equipment, fitouts including all fittings and fixtures belonging to the Lessor and the Demised Premises against any structural damage, damage by fire, earthquake, riots and other risks at their own cost and shall always keep such policies in force by renewing the same from time to time. PROVIDED HOWEVER, that the Lessee shall insure and keep insured all its own assets, fitouts and equipment installed in the Demised Premises.
- f) The Lessor shall upon receipt of notice from the Lessee carryout all major repairs such as may be occasioned by the deterioration or falling of a wall, ceiling, roof, water seepage on the ceiling or any part thereof at the

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For Sonata Software Limited

Managing Director

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Sr. Vice President & CFO

విస్తావణ నంబర్ 1605/200A

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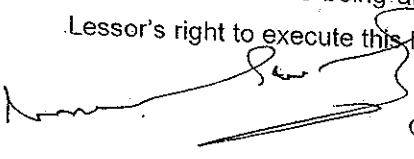
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Demised Premises within thirty days of receipt of such notice failing which Lessee may carry out the repairs and deduct the actual cost thereof from the future rent.

- g) The Lessor declares that the Demised Premises is not subject to any charges or encumbrances of any nature whatsoever. However, the Lessor shall be entitled to obtain financial assistance from the financial institutions by creating charge over the property without affecting the rights of the Lessee under this lease deed. The Lessor may be entitled to assign the rent in full or part to any third party including bank or financial institution. Upon receiving such written instructions Lessee shall pay directly to the third party as mentioned above. The Lessor agrees that she shall indemnify the Lessee against all costs/ expenses and damages, in case of any proceedings, claims and demands arising out of any dispute relating to the title of the Lessor and or due to the third party charges in the Demised Premises and /or relating to possession and usage of the same.
- h) The Lessee shall be entitled to exhibit and put up their signage boards to display its Corporate Identity in the Demised Premises at its discretion at no extra payment to Lessor subject to compliance of the applicable laws. However, in the event that the Lessor objects to such placement of signage board by the Lessee in the first instance then the Lessee will endeavour to display the same at mutually agreed place. The Lessee shall pay the necessary taxes to the local authorities for display of Hoardings/signage.

4. The Lessor represents and warrants to the Lessee as follows :-

- a) That the Lessor has good marketable title in respect of the Demised Premises and is the absolute owner of the entire land whereupon the Demised Premises is situated and the Lessor has unfettered right to lease and full right, absolute power and authority to deal with the property and grant a lease of the Demised Premises upon such terms as she deem fit. In the event of there being any defect or deficiency or inadequacy in the Lessor's right to execute this lease for the commercial purpose and use by


For Modi Properties & Investments Pvt. Ltd.

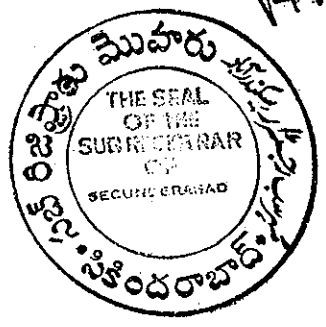

For Sonata Software Limited

Managing Director

Thomas K. Joseph
Sr. Vice President & CFO

పత్రావళి నంబర్ 1605/2004
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the Lessee, the Lessor undertakes to indemnify the Lessee in accordance with clause 3(g) above.

- b) That the Demised Premises has been constructed in accordance with the building plans sanctioned and approved by the concerned authorities and that the Lessor is not in breach of any statutory/municipal regulations or contractual obligations with respect to the Demised Premises. The Lessor hereby undertakes to indemnify the Lessee against all costs/ expenses and damages, losses in case of any proceedings, claims, demands and consequences arising out of any dispute relating to the title of the Lessor and / or for the violation of the building bye laws as may be applicable, if any in respect of the Demised Premises.
- c) That the Lessor shall obtain and keep in force adequate insurance cover to protect any loss and damage due to natural disasters, fire accident, civil commotion, riot, vandalism, storm, tempest, flood or any inevitable accident or any other irresistible force or an act of God causing damage to the Demised Premises or any and all other assets of the Lessor provided to the Lessee.

5. It is hereby mutually agreed as follows :

- a) The Lessee shall be entitled to permit the use of the entire or any portion of the Demised Premises to any of its subsidiaries, group companies and affiliates with written intimation along with relevant proof or declaration that they are subsidiaries, group companies and affiliates to the Lessor. The Lessee also has an option to sublet the entire or any portion of the Demised Premises to its customers with a written consent of the Lessor and Lessor shall not unreasonably withhold such request unless the Lessor has documentary proof that the customer company does not having a good commercial reputation in the market and /or such company is not in the similar line of business as that of the Lessee. The Lessee shall cause the new entity to ensure the compliance of all obligations under this Deed of Lease. Breach of any of the terms and conditions of

For Modi Properties & Investments Pvt. Ltd.

For Sonata Software Limited

Managing Director

Thomas K. Joseph
Sr. Vice President & CFO

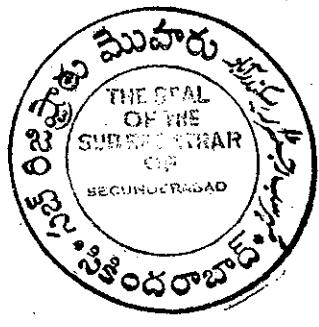
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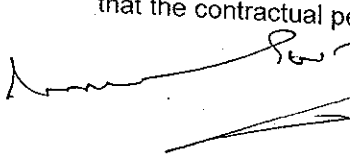
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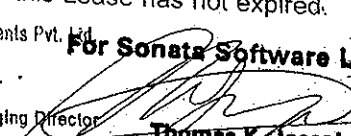
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this Lease Deed by any of the parties mentioned in this clause shall be construed as breach by the Lessee.

- b) In the event of violence due to war or civil commotion or fire accident, storm, tempest, flood, earthquake or any inevitable accident or any other irresistible, force or an act of God (not being an act or omission on the part of the Lessee, its agents servants etc.) causing damage to the Demised Premises or part thereof to an extent that prohibits/prevents the Lessee from occupying the premises or part thereof, the Lessor will to the satisfaction of the Lessee restore and reinstate the Demised Premises within a period of three (3) months at her cost and expense, and during which time the rent or proportionate part thereof shall remain suspended until the Demised Premises is restored and reinstated and made ready for use and occupation of the Lessee provided always that if the Demised Premises is not restored and reinstated and made ready for use and occupation within a period of three (3) months or any extension thereof from the date of the happening of any of the aforesaid events the Lessee shall be at liberty without prejudice to its rights under any provisions of this lease to terminate the lease by giving thirty (30) days notice in writing and thereupon this lease shall stand terminated without prejudice to any claim by either party against the other in respect of any breach of the terms and conditions of this lease deed save and except the refund of the entire amount of security deposit by the Lessor to the Lessee. However, the Lessor shall not be liable, in any manner whatsoever, to the Lessee for any damage suffered by or occasioned to the property and person of the Lessee or its employees or other personnel arising out of any natural disasters.
- c) It shall be a default of this lease if the Lessee fails or neglects to pay the rent for any three consecutive months whether demanded or not, or materially violates any of the terms provided herein and the Lessor may issue a notice thereof to the Lessee. If any such default continues unabated for one month after notice thereof by the Lessor to the Lessee, the Lessor will be entitled to terminate this lease, notwithstanding the fact that the contractual period (that is, the term) of this Lease has not expired.


 For Modi Properties & Investments Pvt. Ltd.
 Managing Director


 For Sonata Software Limited
 Thomas K. Joseph
 Sr. Vice President & CFO

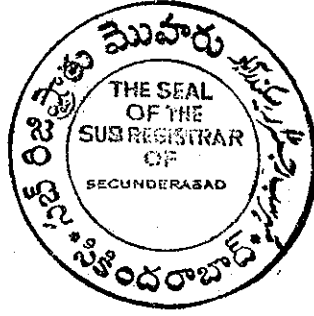
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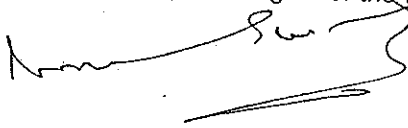
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సబ్ రిజిస్ట్రార్



Thereafter, the Lessee shall vacate the Demised Premises and deliver the peaceful vacant possession to the Lessor subject to the Lessor 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 Lessor.

- d) The parties agree that it is compulsory to register the Lease under the Registration Act, 1908. However, the expenses towards stamp duty and registration fee etc., in respect of registration of lease deed are to be borne by the Lessee. The parties to this deed shall each bear their respective legal, consultant or other costs incurred in respect of the drafting, negotiation execution and registration of this Deed.
- e) The parties shall co-operate with each other for obtaining necessary approval, if any, from the Government or from any other authorities under Central or State Government, in respect of any matters related to these presents.
- f) The Lessee shall permit the Lessor or its authorised agents to enter upon the Demised Premises for inspection and carrying out repairs at reasonable business hours of operation in the day with prior written intimation and consent of the Lessee and such inspection and repairs, if any, should be in the presence of a representative of the Lessee.
- g) In the event the Lessor wants to sell or otherwise dispose of or encumber its interest and or to create charge, lien by way of mortgage in respect of the Demised Premises in whole or in parts in any manner whatsoever, the Lessor covenants to obtain an unconditional written acknowledgement from the transferee/ mortgagee/ chargee, as the case may be, to be bound by the terms and conditions of this lease deed. The Lessor agrees and confirms that in the event of any such intention to sell, etc., she shall intimate in writing to the Lessee about such intention. The Lessor shall ensure that the new arrangement or encumbrance is not prejudicial to the interest and rights of the Lessee in any form or manner. The Lessor shall



For Modi Properties & Investments Pvt. Ltd.



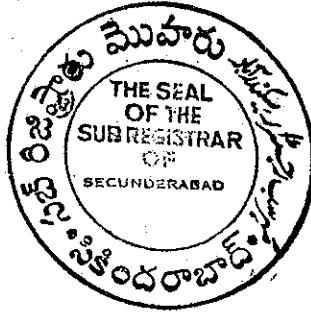
Managing Director

Thomas K. Joseph
Sr. Vice President & CFO

For Sonata Software Limited

శ్రీనివాస సంఖ్య 1605/2004
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శ్రీనివాస సంఖ్య 19
జి.కొత్తూరు వసుల సంఖ్య 13

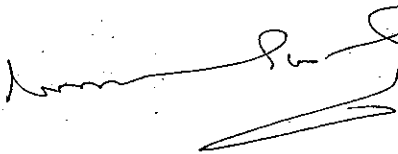
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ensure that the rights of the Lessee under this lease deed are not adversely affected or curtailed by virtue of any such transfer.

- h) This Lease deed is executed in two sets. The Original to be retained by the Lessee and the duplicate to be retained by the Lessor.
- i) Any notice required to be served upon the Lessee shall be sufficiently served and given if delivered to it by Registered Post with A. D. or left at the address first given above and at the Demised Premises or last known address intimated to Lessor duly acknowledged by the Lessee. Any notice that may be required to be served upon the Lessor shall be sufficiently served and given if delivered by Registered Post with A. D. or left at the address first given above or last known address intimated to Lessee and duly acknowledged by the Lessor.
- j) In the event of any dispute or differences between the parties relating to this Deed the same shall be referred to two arbitrators each to be appointed by the Lessor and the Lessee respectively who on their entering upon reference shall appoint an Umpire and the decision of the Umpire shall be final and binding on the parties. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Hyderabad and the language to be used in the arbitration proceedings shall be English.
- k) Any modification or variation of any of the terms and conditions set forth herein shall not be valid unless incorporated as an amendment to this lease deed and signed by the duly authorized representatives of the parties.

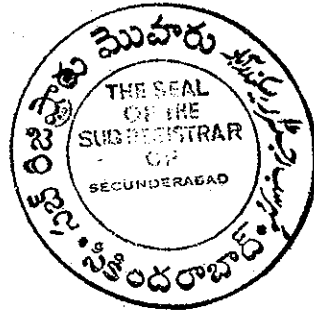
The lease shall be subject to the jurisdiction of the Courts of Hyderabad, Andhra Pradesh, India.


For Modi Properties & Investments Pvt. Ltd.
Managing Director


For Sonata Software Limited
Thomas K. Joseph
Sr. Vice President & CFO

విస్త్రావణ సంఖ్య 1605/2004
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శ్రీ కృష్ణమూలము సంఖ్య 16

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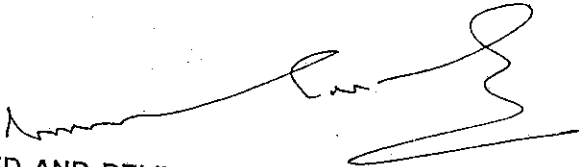
Sub-Registrar, Secunderabad
సీకిందరాబాద్

**SCHEDULE ABOVE REFERRED TO
(Demised Premises)**

ALL THAT the office space of entire Second Floor admeasuring 16980 square feet of super built up area in the commercial building known as "GREENS TOWERS" situated in the premises bearing Municipal No. 1-10-176/B, Begumpet, Secunderabad, Andhra Pradesh butted and bounded, that is to say, as follows :

East	:	Open to Sky, Drive way and Balance premises belonging to Lessor;
West	:	Begumpet main Road;
North	:	Open to Sky & Drive way;
South	:	Open to Sky & Drive way;


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands the day month and year first above written.



SIGNED AND DELIVERED by SMT. KOKILABEN J. KADAKIA the LESSOR above named represented through her Power of Attorney Mr. Promod Modi, at Hyderabad in the presence of:



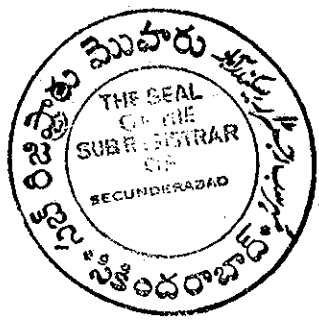
For Sonata Software Limited



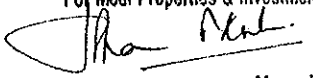
Thomas K. Joseph
President & CFO

దస్తావేజు సంఖ్య 1605/200A
వస్తువు సంఖ్య 1 1926 కా. శ. సం.
దస్తావేజుల వెలుగు కౌగిలముల సంఖ్య 19
ఈ కౌగిలము పరుస సంఖ్య 15

~~సహ కౌగిలము~~



For Modi Properties & Investments Pvt. Ltd.

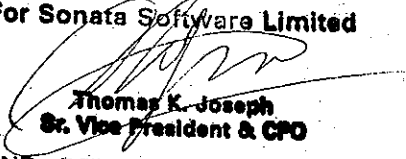


Managing Director

SIGNED AND DELIVERED by and on behalf of MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED, the CONFIRMING PARTY above, named through its Managing Director, Mr. Soham Modi, at Hyderabad in the presence of: Solomon R Gowda

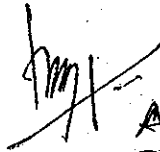


For Sonata Software Limited



Thomas K. Joseph
Sr. Vice President & CFO

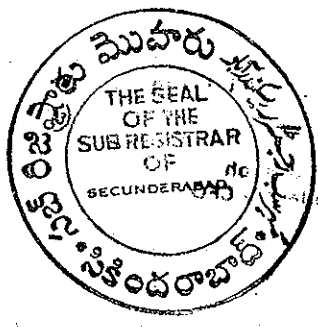
SIGNED AND DELIVERED by and on behalf of SONATA SOFTWARE LIMITED, the LESSEE above named through its Senior Vice President & C.F.O., Mr. Thomas K. Joseph, at Hyderabad in the presence of:



A-A-SHERIFF
Shree Corp
#20 K. Huda Road
Durgam Cheruvu

దిస్తావేజు సంఖ్య 1605/200A
వ పుస్తకము 1926 కా. శ. సం. 9
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ఈ కాగితము వరుస సంఖ్య 18



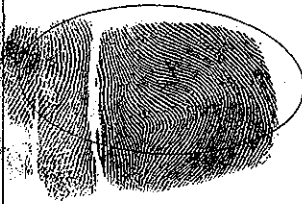
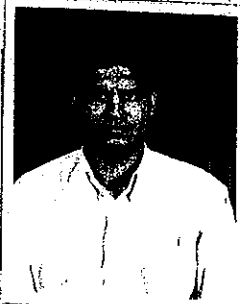


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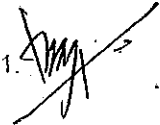
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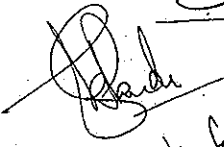
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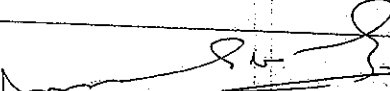
PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908


SL.NO.	FINGER PRINT IN BLACK INK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH (BLACK & WHITE)	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / LESSOR / LESSEE
			<u>Mr. Pramod Modi</u> <u>Flt 1-8-165</u> <u>P. G. Road</u> <u>Secunderabad</u>
			<u>Modi Properties & Investments Limited</u> <u>Rep by: MD. Mr. Soham Modi</u> <u>Flt 5-9-187/344, 10 Floor</u> <u>Soham Mansion, H.G. Road</u> <u>Secunderabad</u>
			<u>Sonata Software Limited</u> <u>Rep by: N.P. & CFO.</u> <u>Mr. Thomas K. Joseph</u> <u>APS Trust Build, Bell Temple Road, N.R. Colony</u> <u>Bangalore - 19</u>

SIGNATURE OF WITNESSES:

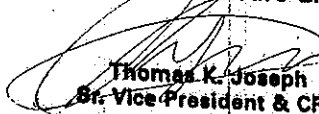
1.  A.A. SURESH
Flt 1, HADIN R.O. 9
Bangalore 560042
Sharys City

2.  (Attorney R. Praveen)


 For Modi Properties & Investments Pvt. Ltd.

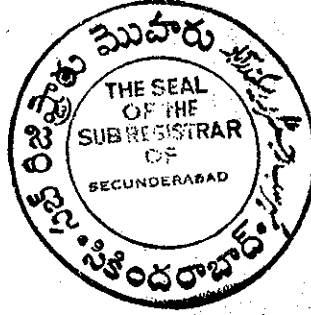

 Managing Director

For Sonata Software Limited


Thomas K. Joseph
Sr. Vice President & CFO
 SINGATURE OF THE EXECUTANT/S

దస్తావేజు సంఖ్య 1605/2004
వస్తువు కము 1926 శా. శ. సం.
దస్తావేజుల మొత్తు కాగితముల సంఖ్య 19
ఈ కాగితము వరుస సంఖ్య 19

~~పదమూడవ~~



శ్రీ గౌరవ శాసనసభాపతిగారికి

శ్రీ గౌరవ శాసనసభాపతిగారికి