

SONATA



SONATA SOFTWARE LIMITED

1/4, A.P.S. TRUST BUILDING, BULL TEMPLE ROAD,

N. R. COLONY, BANGALORE - 560 019, INDIA

TEL : +91-80-30971999 FAX : +91-80-26610972



2nd July, 2013

Mr. Rajesh Kadakia & Mr. Sharadh Kadakia,
5-2-223, Gokul Distillery Road,
Secunderabad – 500 003.
Andhra Pradesh.

Dear Sirs,

Lease deed dated 15th September 2004 for Green Towers, consisting of ground + 4 floors with parking in the basement floors situated at 1-10-176, Begumpet Main Road, Hyderabad

This is further to our letter dated 18th March 2013 conveying our intent to renew the above lease on mutually agreed terms and conditions.

We confirm that the Lease which expires on 30th November 2013 will be renewed as per the following terms agreed by you.

- Renewal will be at **Rs. 43** per sft w.e.f. 1st December 2013
- The term of lease would be 10 years
- To consider increasing the total capacity of the current DG sets (as power back up)
- All other terms and conditions of the existing lease to continue.

We propose to complete the renewal documentation at least 3 months prior to expiry of the existing lease term. Please share the draft lease agreement for renewal, which we shall *put* confirmed by our Legal Team for finalisation.

Shall appreciate a line in confirmation by return.

Thanking you

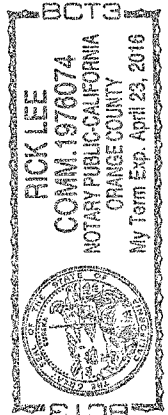
Yours sincerely
For Sonata Software Limited,

Anand Krishnan
Head- Admin and Procurement

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I / WE Mr. Rajesh J. Kadakia, S/o. Late Shri. Jayantilal M. Kadakia, R/o. 910 South El Camino Real, Ste A; San Clemente, CA 92672, Age 58 yrs. and Mr. Sharad J. Kadakia, Late Shri. Jayantilal M. Kadakia, R/o. 14252 Culver Drive, A-358, Irvine, CA 92604, Age 54 and as I/we am/are unable to attend AXIS BANK for complying with various formalities pertaining to the availing of Loan of about Rs. 15 Cr from AXIS BANK, I/We DO HEREBY APPOINT AND CONSTITUTE Mr. Soham Modi, S/o. Mr. Satish Modi, Aged about 43 yrs. And presently residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034, to be my lawful attorney in my / our name and on my /our behalf to do any one or all of the following acts, deeds and things, namely:

1. He/She is authorized to make such payment to AXIS BANK as may be demanded by AXIS BANK by way of service charge etc., He/She is authorized to execute any agreements, letters and documents as any be required by AXIS BANK in respect of the above.
2. To apply for a loan/s to AXIS BANK and also any further or additional loan/s to AXIS BANK for such amount as the Attorney may deem fit and for that purpose to pay processing fee/s and sign the loan application/s in my / our name and on my / our behalf and to furnish all the details and information required by AXIS BANK and to give any statement, letter, clarification or any other writing required or necessary in relation thereto.
3. To accept the loan offer letter/s and sign the acceptance/s thereof in token of my / our acceptance of the terms and conditions therein contained and to pay on my behalf the administrative fees and any other charges including commitment charges leviable in respect of the said loan/s.
4. To request AXIS BANK or agree with AXIS BANK for any change or modification in the loan amounts, rate/s of the interest, period of repayment of loan/s or any other terms and conditions in relation to the loan/s at any time or from time to time.
5. To receive the disbursement of the said loan/s and for that purpose give effectual discharge and give all the necessary information and documents to assist the Technical and Legal Appraisal of the property/ies purchased/ to be purchased with the help of the loan/s. However, such disbursements shall me made in my/our favour and not in favour of the Attorney.
6. To mortgage in favor of AXIS BANK the building known as Greens Towers, comprising of two basements, ground & four upper floors, having super built up area of about 78,000 square feet, constructed on land admeasuring about 3,310 sq yards, along with a house on its rear side constructed on about 1,800 sq. yards of land, bearing municipal no. 1-10-176, situated at Begumpet, Secunderabad, that I/we own on my /our behalf with AXIS BANK by deposit of title deeds as security for the repayment of the loan/s granted/ to be granted by AXIS BANK to me / us.
7. To deposit on my / our behalf, the documents of title and to state on my / our behalf to any officer of AXIS BANK that the said documents are being deposited for creating a



State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 27th day of June, 2013
by Rajesh J. Kadakia, proved to me on the
basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Notary Seal

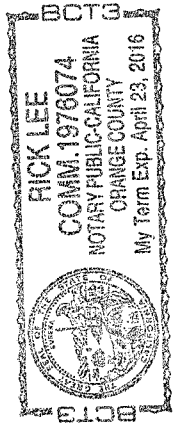
[Signature: Sharadmal Kadakia]

[Signature: Rajesh J. Kadakia]

[Signature: Rajesh J. Kadakia]

security on the said property/ies by way of equitable mortgage for repayment of the said loan/s .The Attorney is fully authorized to make these statements and convey my / our intentions to create security on my / our said property/ies on my / our behalf.

8. He/She is further authorized to make any other statement necessary to create equitable mortgage by deposit of title deeds and also to execute any writing, undertaking, indemnities etc on my / our behalf in respect of mortgage of the said property/ies or the guaranteeing of the repayment of the said loan/s or any other writing whatsoever, required in respect of the said transactions of the loan/s granted / to be granted to me / us or creation of the said security.
9. He/She is also authorized to execute any loan agreement/s promissory notes, letter/s of declaration and Indemnity or such other documents as may be required by AXIS BANK in respect of the said loan/s.
10. He/She is also authorized to execute in favour of AXIS BANK an irrevocable power of attorney authorizing AXIS BANK to execute in its own favour or in favour of any other person, as AXIS BANK in its sole discretion may decide, legal mortgage in any form including in the English form of the said property/ies.
11. He/She is also authorized to pledge with AXIS BANK any additional security by way of share certificates, debentures bonds, units issued by Unit Trust of India, National Saving Certificates, Fixed Deposits or any other security owned by me / us in favour of AXIS BANK by way of security for the said loan/s and to sign any document, transfer forms or paper that may be required by AXIS BANK in connection therewith. However, such additional security that may be pledged with AXIS BANK by the Attorney shall be subject to prior approval from we/ us in writing.
12. To acknowledge my liability/debt of the loan/s.
13. To receive loans and all other documents including title documents on my/ our behalf from AXIS BANK and execute receipts thereof.
14. He/She is authorized to do all such acts, deeds and things including signing any paper / documents as are necessary and incidental to the above and that any act or statement or writing of my/our said Attorney in pursuance hereto shall be deemed to be fully authorized and ratified by me/us.
15. I/We do hereby ratify and confirm all and whatsoever the said Attorney should do or purport to do or cause to be done by virtue of these presents.
16. The powers given under this Power of Attorney are irrevocable and shall not be revoked by me/us under any circumstances and for any reason whatsoever, otherwise than on a written permission to that effect from the AXIS BANK.
17. This Power of Attorney issued is not for any monetary consideration and is only with intention to enable the said Attorney to do all acts specified in these presently solely on my behalf as my lawful attorney. I do hereby confirm and declare that no consideration has been flown to the said attorney for acting as my lawful attorney as stated herein.



State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 27th day of June, 2013
by Rajesh K. Kulkarni, proved to me on the
basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature (Notary Seal)

[Signature]
2

[Signature]

Date: June 26, 2013

Place: Orange County, USA

Sign: Sharad J. Kadakia

Sharad J. Kadakia,
Address: 14252 Culver Drive,
A-358, Irvine, CA 92604, USA
Phone: 714-730-6633

State of California
Only of Orange

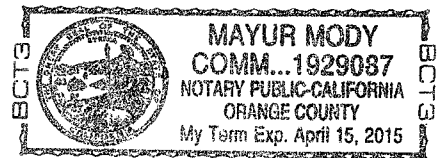
Subscribed and sworn to (or affirmed) before me on

this 26th day of June, 20 13

by Sharad J. Kadakia Sharad J. Kadakia
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. Mody

Sign: Rajesh J. Kadakia
Rajesh J. Kadakia,
Address: 910 South El Camino Real, Ste A
San Clemente, CA 92672, USA
Phone: 949.546.0560x100



State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 27th day of June, 20 13
by Rajesh J. Kadakia, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature] (Notary Seal)
Signature

