



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

1827/13
S. No. 12658 Date 23/08/2013
Rs. 100
Sold To Rajesh J. Kadakia
S/o D/o W/o Late Jayantilal Kadakia
For Which self & others

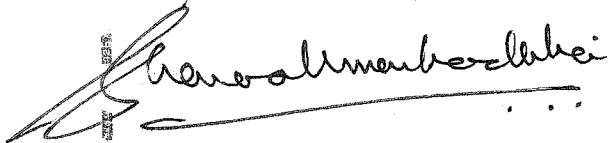
E. SRINIVASAY 685779
Licensor Stamp Vendor
L.No. 18-98-16/2002
PL.No. 43-30-009/2011
H.No. 5-81, Nagaram (V)
Keesara (M) R.R. Dist
Pin-500083 Cell: 9985510652

LEASE DEED

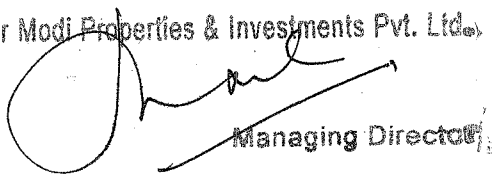
This deed of lease is made and executed on this the ¹⁵ 6 day of Sept Two thousand Thirteen
By and Between:

1. Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 58 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at # 91, South Elcamino, Real Sameclemante, California - 92672, U.S.A
2. Sharad J Kadakia S/o. Late Jayantilal M Kadakia, aged about 54 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad and presently residing at The Greens Group, 14252 Culver Drive Suite A-358, Irvine CA 924604, U.S.A.

(herein after collectively called the "LESSORS" and severally as Lessor No. 1 and Lessor No. 2 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.

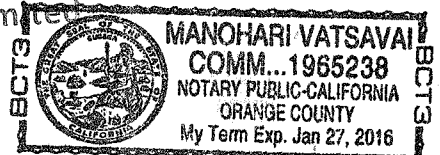


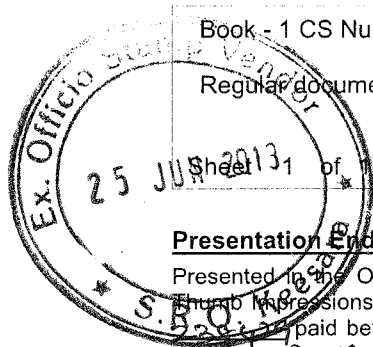
For Modi Properties & Investments Pvt. Ltd.,


Managing Director

For Sonata Software Limited

Authorized Signatory





Book - 1 CS Number 1827 of 2013 of SRO, Secunderabad

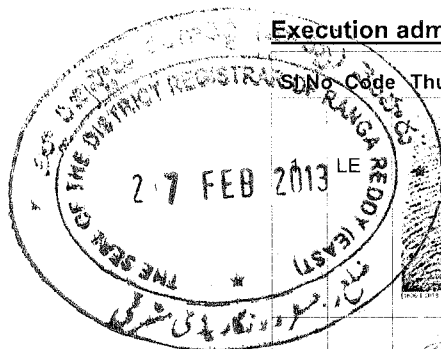
Regular document number 1760 of year 2013

Signature of Joint SubRegistrar6
Secunderabad

Presentation Endorsement:

Presented in the Office of the Sub-Registrar, Secunderabad along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 528/- paid between the hours of 12 and 1 on the 06/09/13 by Sri Anand Krishnan

Execution admitted by (Details of all Executants/Claimants of Sec 32A):



Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	LR		 [1606-1-2013-1827]	M/S SONATA SOFTWARE LIMITED REP BY ANAND KRISHNAN 208, T.V.INDUSTRIAL ESTATE, S.K.AHIRE MARG, WORLI, MUMBAI	
2	LR		 [1606-1-2013-1827]	LESSOR 1 AND 2 REP BY SOHAM MODI PLOT.NO.280, ROAD NO.25, JUBILEE HILLS, HYDERABAD	
3	LR		 [1606-1-2013-1827]	MODI PROPERTIES AND INVESTMENTS PVT.LTD. REP BY ITS M.D. SOHAM MODI 5-4-187/3 AND 4, 2ND FLOOR, M.G.ROAD, SECUNDERABAD	

Identified By Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 [1606-1-2013-1827]	SUBRAMANIAN R H NO 7-1-32/A/6, LEELA NAGAR, AMEERPET, HYD	
2		 [1606-1-2013-1827]	K PRABHAKAR REDDY H NO 5-4-187/3 AND 4 II FLOOR, SOHAM MANSION, M G ROAD, SEC-BAD	

Signature of Joint SubRegistrar6
Secunderabad

12th day of November ,2013





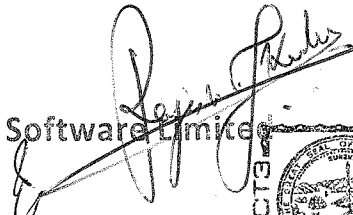
AND

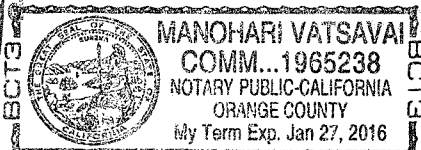
Modi Properties & Investment Private Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 duly represented by Mr. Soham Modi, Managing Director of the Company hereinafter referred to as “CONFIRMING PARTY” (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and/or assigns) of the Second Part.

AND

M/s. Sonata Software Limited, a Company duly incorporated under the Companies Act, 1956 having its office at No. 208, T.V. Industrial Estate, S.K. Ahire Marg, Worli, Mumbai – 400 030 and corporate office at APS Trust Building, Bull Temple Road, N.R. Colony, Bangalore - 560019, duly represented by Mr. Anand Krishnan, Head- Administration of the company hereinafter called as the “LESSEE” (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and/or assigns) of the Third Part.

- A. WHEREAS the Lessor is the absolute owner of all that land admeasuring 3,310 square yards and superstructures thereon bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad by virtue of gift deed dated 18th November, 2009 registered as document no. 1716/2009 at the SRO Secunderabad. The said gift deed was executed by Smt. Kokilaben Kadakia the natural mother of Lessor No. 1 and Lessor no. 2. Smt Kokilaben Kadakia purchased the said land (originally 4,089 square yards before road widening) 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 block 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.
- B. AND WHEREAS the Lessor represented that Smt. Kokilaben Kadakia 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 Nos. 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 + four upper floors having super built-up area admeasuring about 78,000 square feet.
- C. 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.
- D. AND WHEREAS by a Property Management Agreement dated 23rd August, 2013 made between the Lessors herein and Modi Properties & Investments Private Limited (Confirming Party herein) as Manager for the consideration mentioned therein the Manager has agreed to render its property management services in respect of commercial building known as “Greens Towers” situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad subject to the terms and conditions mentioned herein.
- E. AND WHEREAS the Lessor has taken on lease from Lessee the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as “Greens Towers” situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh for a period of nine (9) years commencing on 1st December 2004 by way of registered lease deeds. The said lease expires on 30th November 2013. The Lessor and Lessee have agreed to renew the lease for a further period as given under.


For Sonata Software Limited

For Modi Properties & Investments Pvt. Ltd.

Authorized Signatory



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Signature of Joint SubRegistrar
Secunderabad

Endorsement:

Description of Fee/Duty	In the Form of					Total
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	0		953714	953814
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		238429	238429
User Charges	NA	0	0		120	120
Total	100	0	0		1192263	1192363

Rs. 953714/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 238429/- towards Registration Fees on the chargeable value of Rs. 23842850/- was paid by the party through DD No ,902190 dated ,09-NOV-13 of ,STANDARD CHARTERED/SEC-BAD

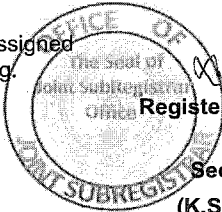
Date

16th day of November,2013

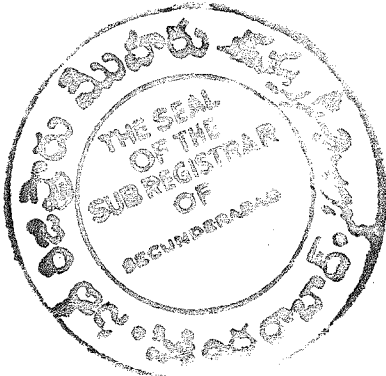
Signature of Registering Officer
Secunderabad

Certificate of Registration

Registered as document no. 1760 of 2013 of Book-1 and assigned the identification number 1 - 1606 - 1760 - 2013 for Scanning.



Registering Officer
Secunderabad
(K.Sripada Rao)



NOTE : ONE COPY OF THIS DOCUMENT IS TO BE SUBMITTED ALONG WITH ORIGINAL

Signature of Sub-Registrar
SUB-REGISTRAR
SECUNDERABAD

F. AND WHEREAS the Lessor has offered and the Lessee is desirous of taking on lease the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "Greens Towers" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh hereinafter referred to as the "Demised Premises" for a further period of ten (10) 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 hereinafter 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 consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "GREENS TOWERS", situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh together with the right to use and enjoy the facilities provided thereto more fully 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 ten (10) years commencing from 1st December, 2013 (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 to renew the 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 amounts 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. 13,41,600/- (Rupees Thirteen Lakhs Forty One Thousand Six Hundred only) from 1st December 2013, subject to an annual increase given hereunder, 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. In addition to the lease rent the Lessee shall pay service tax at the applicable rate on the said lease rent to the Lessor. The Lessee shall pay a rent of Rs. 13,41,600/- (Rupees Thirteen Lakhs Forty One Thousand Six Hundred only) per month to the Lessors by an account payee cheque in the name of the Lessors only as under: -

In the name of Rajesh J Kadakia : Rs. 6,70,800/-

In the name of Sharad J Kadakia : Rs. 6,70,800/-

d. The possession of the Demise Premises is deemed to be handed over to the Lessee on the date of execution of the Lease Deed. The Lessee shall not raise any objections on handing over the possession.

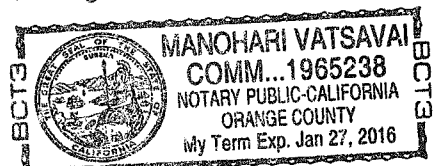


For Modi Properties & Investments Pvt. Ltd.


Managing Director

For Sonata Software Limited

Authorised Signatory

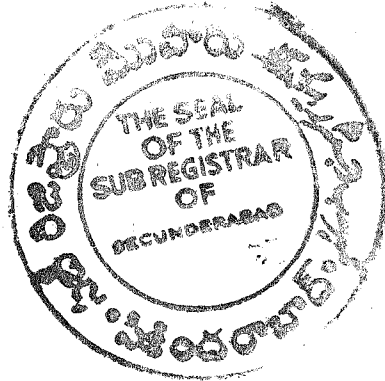


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Signature of Joint SubRegistrar
Secunderabad

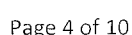


2. The Lessee hereby covenants and represents with the Lessor as follows:

- Chenodimen Adala ...

3 
Managing Director

Authorised Signatory

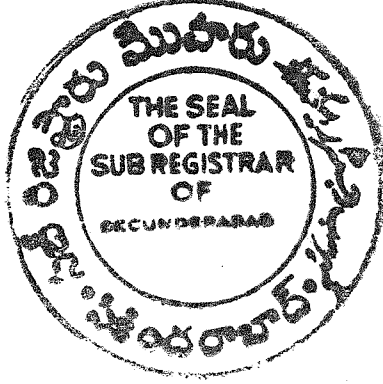


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Signature of Joint SubRegistrar
Secunderabad

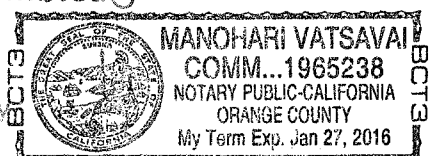


- b) To deliver back vacant possession of the Demised Premises to the Lessor immediately upon expiry of the term of this lease and/or on earlier termination in good and tenantable condition subject to reasonable wear and tear on condition that simultaneously the Lessor refunds the entire amount of Security 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 carry out 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.
- d) Not to store any combustible material 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 there from 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 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 wilful act or omission/negligence on part of the Lessor.

Chandrabodhan
 For Modi Properties & Investments Pvt. Ltd.
 Managing Director

For Sonata Software Limited

Rajiv J. Bhat
 Authorised Signatory



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Signature of Joint SubRegistrar
Secunderabad



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

- a) 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) days notice to the Lessor and deduct the same from the future rent.
- b) 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 at all times during the period of this lease without interruption by the Lessor or any person claiming under or in trust for them.
- c) 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.
- d) 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.
- e) 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.
- f) The Lessor shall during the period of lease insure and keep comprehensively insured all equipment, fit-outs 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, fit-outs and equipment installed in the Demised Premises.
- g) 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 Demised Premises within thirty days of receipt of such notice falling which Lessee may carry out the repairs and deduct the actual cost thereof from the future rent.
- h) 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 they 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.


For Modi Properties & Investments Pvt. Ltd.

For Sonata Software Limited

Authorised Signatory



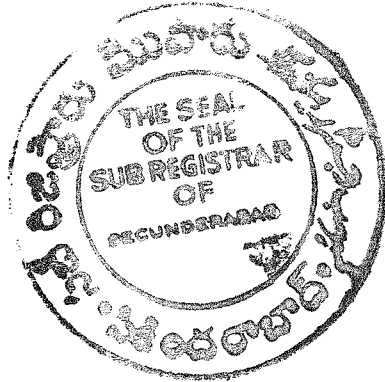
MANOHARI VATSAVAI
COMM...1965238
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exo. Jan 27, 2016

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Signature of Joint SubRegistrar
Secunderabad



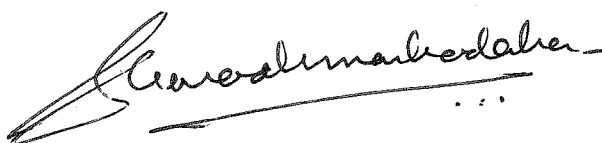
- i) The Lessee shall be entitled to exhibit and put up their signage boards to display its Corporate Identity in the Demised Premises at its discretion at no extra payment to Lessor subject to compliance of the applicable laws. However, in the event that the Lessor objects to such placement of signage 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 they 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 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.

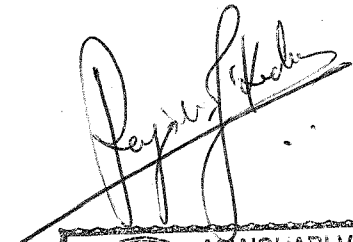
5. It is hereby mutually agreed as follows:

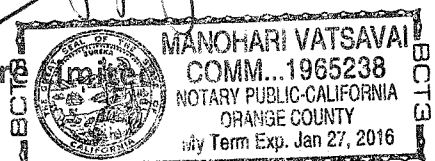
- a. The Lessee shall be entitled to permit the use of the entire or any portion of the Demised Premises to any of its subsidiaries, group companies and affiliates with written intimation along with relevant proof or declaration that they are subsidiaries, group companies and affiliates to the Lessor. 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 this Lease Deed by any of the parties mentioned in this clause shall be construed as breach by the Lessee.



For Modi Properties & Investments Pvt. Ltd.

Managing Director





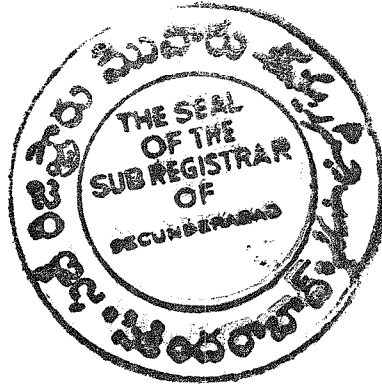
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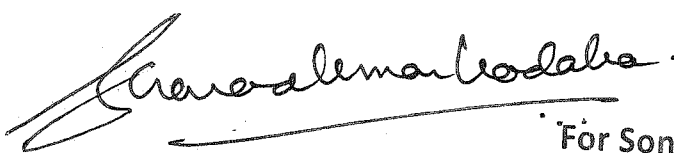
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Signature of Joint SubRegistrar
Secunderabad



- 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 their 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 a 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. Thereafter, the Lessee shall vacate the Demised Premises and delivers 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 matter related to these presents.
- f. The Lessee shall permit the Lessor or its authorized 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 repair, if any should be in the presence of a representative of the Lessee.

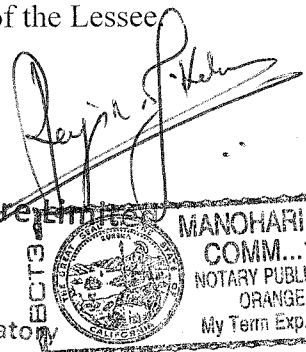


For Modi Properties & Investments Pvt. Ltd.


Managing Director

For Sonata Software Limited

Authorized Signatory



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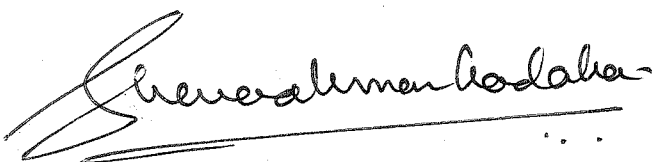
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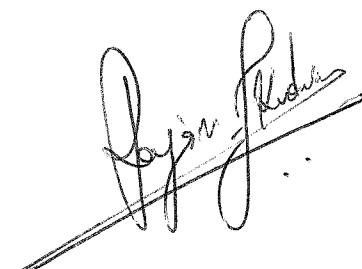
Signature of Joint SubRegistrar
Secunderabad



- 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 acknowledgment from the transferee/ mortgagee/ charge, as the case may be, to be bound by the terms and conditions of this lease deed. The Lessor agree 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 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 dully 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 of 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.

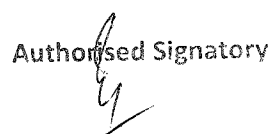


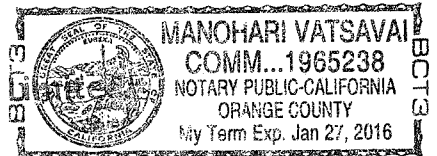


For Modi Properties & Investments Pvt. Ltd.


Managing Director

For Sonata Software Limited


Authorized Signatory

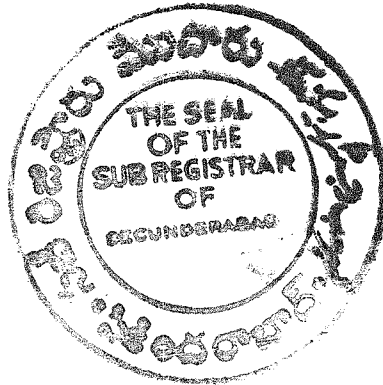


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Signature of Joint SubRegistrar
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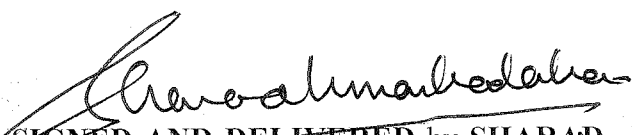
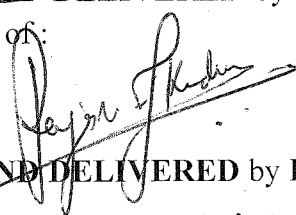


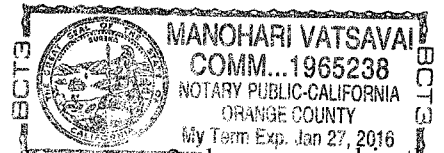
**SCHEDULE ABOVE REFERRED TO
(Demised Premises)**

ALL THAT the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area along with parking space in the basement floors, common areas and land appurtenant to the entire commercial building known as "Greens Towers" situated in the premises bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad, Andhra Pradesh butted and bounded, that is to say as follows:

East : Premises belonging to Lessor;
West : Begumpet Main Road;
North : Neighbours Property;
South : Common passage and Neighbours property;

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 **SHARAD J KADAKIA**, Lessor no. 1 above named in the presence of:  **MANOHARI VATSAVAI**



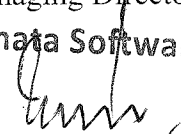
SIGNED AND DELIVERED by **RAJESH J KADAKIA**, Lessor no. 2 above named in the presence of:  **MANOHARI VATSAVAI**



For Modi Properties & Investments Pvt. Ltd.


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:

For Sonata Software Limited


Authorised Signatory

SIGNED AND DELIVERED by and on behalf of **SONATA SOFTWARE LIMITED** the **LESSEE** above named, through its Head Administration, **Mr. Anand Krishnan**, at Hyderabad in the presence of:

Witness:

1. 

2. 

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Signature of Joint SubRegistrar
Secunderabad

