

THIS AGREEMENT ENTERED INTO ON THIS DATE 1st DAY OF AUGUST, 2000 BY AND AMONGST:

SUDHANVA ENTERPRISES, (Prop: Excelsoft) a partnership firm having its place of business situated at 1-B, HOOTAGALLI INDUSTRIAL AREA, MYSORE-571 186 represented by Mr. M.H.Dhananjaya, Partner hereinafter referred to as the **VENDOR on the **ONE PART**:**

AND

EXCELSOFT TECHNOLOGIES PRIVATE LIMITED, a Company limited by shares incorporated under the Companies Act, 1956, having its Registered Office at 1-B, HOOTAGALLI INDUSTRIAL AREA, MYSORE-571 186 represented by its Managing Director Mr. D.Sudhanva hereinafter referred to as the **SECOND PARTY or the **VENDEE**.**

WHEREAS the First Party has been carrying on the business of development and sale of computer software in general, and in the field of information technology, web based application, E-Commerce etc. and

WHEREAS the Second Party is a Company whose main object is to carry on the business of development and sale of computer software in general, and in the field of information technology, web based application, E-Commerce etc.,

WHEREAS Partners of first party are also shareholders of the second party,

for EXCELSOFT TECHNOLOGIES PRIVATE LIMITED

MANAGING DIRECTOR

For SUDHANVA ENTERPRISES

(EXCEL - SOFT),

PARTNER



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ಬೆಂಗಳೂರು

30-7-2000

DR. H. N. SEVENI
THANK VENDOR

WHEREAS the sub clause 6 of clause III of main objects of the second party is to take over the existing business of first party as a going concern.

WHEREAS the partners of the first party have resolved to convert their firm into a private limited company.

WHEREAS the board of directors in their meeting held on 10th July 2000 have resolved to take over the assets and liabilities of the first party as a going concern.

WHEREAS the parties herein have decided to reduce the terms and conditions of the transfer by way of sale of the business of the First Party herein to the Second Party and to have the same evidenced by this Agreement of Sale.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The second party hereby takes over all the assets including goodwill and other intellectual property and liabilities of the first party as a going concern as at 31-07-2000. For which the first party hereby conveys his consent.

for EXCELSOFT TECHNOLOGIES PRIVATE LIMITED

MANAGING DIRECTOR

2

For SUDHANVA ENTERPRISES
(EXCEL - SOFT),

PARTNER

2. The assets and liabilities taken over by the second party is as per the balancesheet as at 31-07-2000, referred to in Annexure A. which forms part of this agreement.
3. In consideration of taking over the business of the first party as a going concern, the second party shall allot the equity shares at par to the extent of the credit balances lying to the credit of the partners account of the first party, in multiples of Rupees 10, and the balance if any shall be paid in cash.
4. It is hereby agreed to between the parties herein that on and from this date, the Second Party herein alone shall be entitled to the scheduled assets hereby transferred under this agreement pertaining to the Partnership business of the First Party.
5. The Second Party herein shall henceforth be entitled to the goodwill of the business and the Second Party alone shall be entitled to the profits if any arising from carrying on the business under the name and style of Excelsoft Technologies Private Limited.

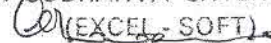
for EXCELSOFT TECHNOLOGIES PRIVATE LIMITED



MANAGING DIRECTOR

3

For SUDHANVA ENTERPRISES



(EXCEL-SOFT)

PARTNER


6. All the benefits and licenses relating to the business carried on by the First Party under the name and style of Sudhanva Enterprises, Prop:Excelsoft shall henceforth stand transferred to the Second Party herein along with the other business assets.
7. In case any of the assets being subject matter of this transfer coming to the hands of the First Party herein shall forthwith hand over the same to the Second Party and the First Party shall hold such assets until they are handed over to the Second Party in trust for the Second Party.
8. All the statutory liabilities as at 31-07-2000 have been recorded, which are taken over by the second party. Any further liability or demand, which may arise later for the period earlier to 31-07-2000, shall be paid/discharged by the First party.
9. The first party hereby covenants to execute, sign such conveyance deeds, agreements, releases and such other documents as are necessary for effective transfer of immovable properties held and owned by the first party to the second party.

10. This agreement shall come into force with effect from 01st Day of August'2000. (01/08/2000).


IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN TOKEN OF THEIR ACCEPTANCE TO THE ABOVE TERMS AND CONDITIONS ON THIS FIRST DAY OF AUGUST'2000 BEFORE THE UNDER MENTIONED WITNESS:

WITNESS

FOR SUDHANVA ENTERPRISES


1. Doraswamy P.
#360, Coorgally, Belavodi Post
Mysore - 571186.


(M. H. DHANANJAYA)
Partner.
FIRST PARTY


2. H.S. Sridhara Murthy,
677/G, 24th Cross,
Near Sankranti circle,
Hebbal IInd stage,
MYSORE - 570017.

For EXCELSOFT TECHNOLOGIES (P) LTD


(D. SUDHANVA)
Managing Director
SECOND PARTY