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00AA 972152

Date : 15-06-2005

Serial No : 5,061

Denomination: 20

Purchased By :

For Whom:

K. PRABHAKAR REDDY,

SELF

S/O. K. PADMA REDDY, HYDERABAD.

S.S. No. SECUNDERABAD

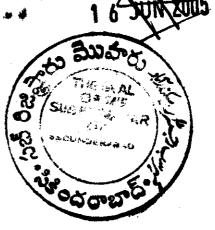
S.S. No. SECUNDERABAD

AFFICE OF THE SUB-REGISTRAL SECUNDERABAD.

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945 OF 2005 OF BOOK-I DOCUMENT NO: ORIGINA S.R.O. SECUNDERABAD 100 Rs.



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ANDHRA PRADESH

HYD

06AA 465257

Date: 09-06-2005 Sèrial No : Purchased By RAMESH

S/O. NARSING RAO HYD

For Whom: M/S.SRT SAIENTERPRISES

Denomination:

This LEASE AGREEMENT is made and executed at Secunderabad, on this the loth

M/s. Shri Sai Enterprises a registered partnership firm having its office at 8-2-595/3, Road No. 10, Banjara Hills, Hyderabad, represented by its Managing Partner Staries Prakash Challa, S/o. Justice Challa Kondaiah, aged about 51 years, Occupation: Business, hereinafter referred to as the "LESSOR", (which term shall mean and

include whenever the context may so require its successors-in-interest);

M/s. LSG Sky Chefs (India) Pvt Ltd., a private limited company incorporated under the Companies Act, 1956 having its principal office at Bagmane Enclave, C.V. Raman Nagar Post, Bangalore 560 093, India and branch at Hyderabad represented by its authorized representative Mr. Anup Sahu, hereinafter referred to as the "LESSEE"

Page 1 of 7

For SHRI SAI ENTERPRISES

day of June, 2005 by and between:-

Managing Partner

reg sky chèès (indià

Signatory Authorised

6 JUN 2005

(which term shall mean and include whenever the context may so require its successors-in-interest); carrying on the business of airline catering and related services.

WHEREAS:

- 1. M C Modi Educational Trust a public charitable trust having its office at 5-4-187/3&4, M.G. Road, Secunderabad 500 003 is the absolute owner of about 2,000 sq. yds. of land along with constructions / sheds admeasuring about 10,600 sft. bearing premises no. 1-8-179 situated at S.D. Road, Secunderabad hereinafter the said premises is referred to as the Scheduled Premises.
- 2. M C Modi Educational Trust with a view to generate regular income from the Scheduled Premises has entered into a Lease Agreement dated 10/06/2005 and a memorandum of understanding entered dt.10/06/2005 with M/s. Shri Sai Enterprises, the **LESSOR** herein on certain terms and conditions contained therein.
- 3. Under the above referred Lease Agreement dated 10/06/2005 and in pursuant to the MOU dt.10/06/2005 the LESSOR is entitled to sub-lease the Scheduled Premises in part or full to any third party on such terms and conditions as it may deem fit and proper. Further, the LESSEE at its own cost and risk is also entitled to renovate the Scheduled Premises in the manner it deems fit and proper without any objection or hindrance from M C Modi Educational Trust.
- 4. The LESSOR in terms of and in pursuance of Lease Agreement dated 10/06/2005 and MOU dt.10/06/2005, has carried on at its own risk and cost certain modifications and renovations to the Scheduled Premises. Further, the LESSOR has obtained no objection letter from M/s. Modi Educational Trust confirming that the Scheduled Premises can be leased out to the third party (i.e.) to the LESSEE herein.
- 5. The **LESSEE** being in need of premises for carrying on the business of manufacturing of food for the purpose of airline catering and related services, has approached the **LESSOR** to take on lease the Scheduled Premises which is more particularly described at the foot of the agreement.
- 6. The LESSOR have agreed to grant on lease the Scheduled Premises on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The LESSEE shall pay to the LESSOR rent of Rs. 1,59,000 (Rupees One lakh fifty nine thousand only) (@ Rs. 15/- per Sq Ft; for a Total area of 10,600 Sq ft) per month which is exclusive of Water and Electricity consumption charges and Municipal Taxes and subject to the clause pertaining to the enhancement of rent contained hereunder and subject to deduction of T.D.S under the provisions of the Income Tax Act and Rules made thereunder. The first rent payment shall be apportioned according to the number of days in the month included in the lease period.

For SHRI SAI ENTERPRISESPage 2 of 7 LSG SKY CHEFS (INDIA) P

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- 2. The lease shall be for a period of 5 (Five) years commencing from the 15th day of June 2005.
- 3. The LESSEE shall pay the lease rent according to the Rent Schedule mentioned herein.
- 4. The **LESSOR** has right of sub-lease under the Lease Agreement dated 10/06/2005 for an initial period of 5 years beginning from 15th day of June 2005 and since this lease agreement extends beyond the initial lease period ending on 31/03/2010 the **LESSOR** hereby undertakes to obtain necessary confirmations from the owners of the Scheduled Premises viz., M C Modi Educational Trust.
- 5. The LESSOR has assured that the Scheduled Premises is free from all encumbrances, mortgage, hypothecation and also agreed that he shall not transfer, assign, sublet the scheduled premises during the lease period.
- 6. The LESSEE shall deposit and keep deposited with the LESSOR during the validity of this indenture an amount of Rs.4,77,000.00 (Rupees four lakhs seventy seven thousand only) as a Security Deposit free of interest. The LESSOR hereby warrants to pay the entire amount of deposit without any interest to the LESSEE on the LESSEE vacating the Scheduled Premises upon determination of the Lease period.
- 7. The expenses of stamp duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne jointly by the **LESSEE** and the **LESSOR** equally.
- 8. The LESSEE shall pay the rent regularly each month on or before the 10th day of the calendar month in advance to the LESSOR the LESSOR shall issue the official receipt in acknowledgement of the rent.
- 9. The LESSEE shall pay and bear the electricity consumption charges including any additional consumption deposit that may be levied from time to time apart from the rent. The LESSEE shall enhance the electric power supply at his own cost. Any additional consumption deposit shall be paid by the LESSEE to the Electricity Board or other concerned authorities for and on behalf of the LESSOR and amounts so paid by way of deposit shall be refunded by the LESSOR to the LESSEE upon expiry or termination of the LEASE subject to submission of necessary proofs of such payments. The LESSOR has agreed to assist the LESSEE in all aspects in signing the relevant statutory forms from time to time in order to get permissions from the Govt. agencies.
- 10. The **LESSEE** shall keep the demised portion in a neat and habitable condition. And shall not do or permit to be done anything which may be a nuisance and annoyance to other occupants of other premises.
- 11. The LESSEE shall carry out all repairs and regular maintenance at its own cost.
- 12. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it to inspect the Scheduled Premises at all reasonable hours of the day.
- 13. The LESSEE shall pay regularly the municipal / property taxes and any other taxes and / or levies pertaining to the Schedule Premises and proof of such payments from time to time is to be submitted to the LESSOR. The LESSEE shall always keep the LESSOR indemnified at all times against the same.
- 14. The **LESSEE** shall observe, perform and bind with all the rules, regulations and bye laws for the time in force of the society, association, person or other body or persons that may be appointed to be incharge of the affairs of the Scheduled Premises and pay the monthly maintenance charges and outgoings as determined.

For SHRI SAI ENTERPRISES

Page 3 of 3G SKY CHRES (INDIA) PVT. LTD.

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- 15. The **LESSEE** shall not be entitled to assign or sub-let or otherwise allow use and occupation of the scheduled premises or any part thereof to any third parties except to its business associates, affiliate companies, subsidiaries or sister companies. However, sub-letting or otherwise allowing use and occupation of the Scheduled Premises as provided herein shall not be beyond the tenure of this lease or renewal thereof from time to time.
- 16. The LESSEE hereto shall be entitled to terminate this agreement by giving a notice in writing of 90 days to the LESSOR. Even in such case there shall not be any payment of compensation or any payment for the remaining period to the LESSOR on this account.
- 17. On the expiry of this lease or on termination of the lease agreement the **LESSEE** shall handover vacant possession of the Scheduled Premises in such order and conditions as is consistent with the terms, covenants and conditions on the part of the LESSEE herein contained (save and except damage to the demised premises by fire riots, earthquake, storm, war, civil commotion, acts of God and other conditions over which the LESSEE shall have no control) SUBJECT ALWAYS to what is stated hereinafter. The LESSOR however, agrees to allow the LESSEE to remove the temporary partitions / structures, electrical fittings, false ceiling, air conditioning and any other such system that the LESSEE has installed at its own cost at the time of vacating the Scheduled Premises on the expiry of the lease or on termination of the lease. If any fixtures and fittings are required by the LESSOR such items will be delivered to the LESSOR by the LESSEE at a price mutually agreed.
- 18. The LESSOR agrees not to cause any hindrance to the LESSEE in the enjoyment of the Scheduled Premises provided the LESSEE observes all the covenants without defaults as specified above. The LESSOR has agreed to insure the building along with structures against all hazards.
- 19. It is expressly by and between the parties hereto that the **LESSEE** shall not claim any loss or damage caused to the interior of the Scheduled Premises or any of its equipments, furniture, fixtures and articles in the Scheduled Premises by reason of natural calamity, riot, war or circumstances beyond the control of the LESSOR.
- 20. This lease Deed will be governed by Indian Law. Any dispute between the parties with regard to this agreement or the subject6 matter thereof, including existence and validity of the Agreement will be settled by Arbitrators under the provisions of the Indian Arbitration & Conciliations Act, 1996 or any enactment or modification thereto. The Arbitration will be conducted in the city of Hyderabad and each party will be entitled to nominate one Arbitrator each. Arbitrators will choose an Umpire for the Arbitration Proceedings. Proceedings shall be conducted in English. The Arbitration award is final and binding on both the parties.
- 21. Amendment: If any amendment to this lease deed shall be executed on Rs.100/non judicial stamp paper which shall become part and parcel of this lease deed.

FOI SHRI SAI ENTERPRISES

Managing Partner

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SCHEDULE OF LEASE RENT

PERIOD		RENT	
15 th June 2005 to 31 st May 2006		Rs.1,59,000 per month	
1st June 2006 to 31st May 2007	•••	Rs.1,66,950 per month	
1st June 2007 to 31st May 2008	•••	Rs.1,75,297 per month	
1st June 2008 to 31st May 2009	•••	Rs.1,84,062 per month	
1 st June 2009 to 31 st May 2010	•••	Rs.1,93,265 per month	

DESCRIPTION OF THE SCHEDULED PREMISES

All that portion of the land admeasuring about 2,000 sq. yds. along with constructions / sheds admeasuring 10,600 sft. bearing premises no. 1-8-179, situated at S.D. Road, Secunderabad marked in red in the plan enclosed and bounded by:

North By

: Neighbours' land

South By

: 40' private road & Usha Kiran Complex

East By

: Public road

West By

: Land and building belonging to Hariyana Seva Sungh

In witness whereof the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

WITNESSES:

2.

LESSEE

(LSG Sky Chefs (India) Pvt Ltd.

For SHRI SAI ENTERPRISES

(SRI SAI ENTERPRISES)

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Plan of lease agreement showing the land admeasuring about 2,000 sq. Yds. along with constructions / sheds admeasuring 10,600 sft. bearing premises no. 1-8-179, situated at S.D. Road, Secunderabad 500 003

LESSOR

LESSEE

M/s. Shri Sai Enterprises, a registered partnership firm represented by its Managing Partner Shri Prakash Challah, S/o. Justice Challa Kondaiah

M/s. LSG Sky Chefs (India) Pvt Ltd., having its office Bagmane Enclave, C.V. Raman Nagar Post, Bangalore represented by Mr

Anup Sahu.

Boundaries:

North By

: Neighbours' land

South By

: 40' private road & Usha Kiran Complex

East By

: Public road

West By

: Land and building belonging to Hariyana Seva Sungh

For SHRI SAI ENTERPRISES

Managing Partner

LSG SKA CHEFS (MDIA) PVT. LTD.

Authorised Signatory

WITNESSES:

1) Madi

2) Holp kuner)

For SHIPI SAI ENTERPRISES

Managing Partner

LEG SKY CHEFS (INDIA) PVT. LTD.

Authorised Signatory

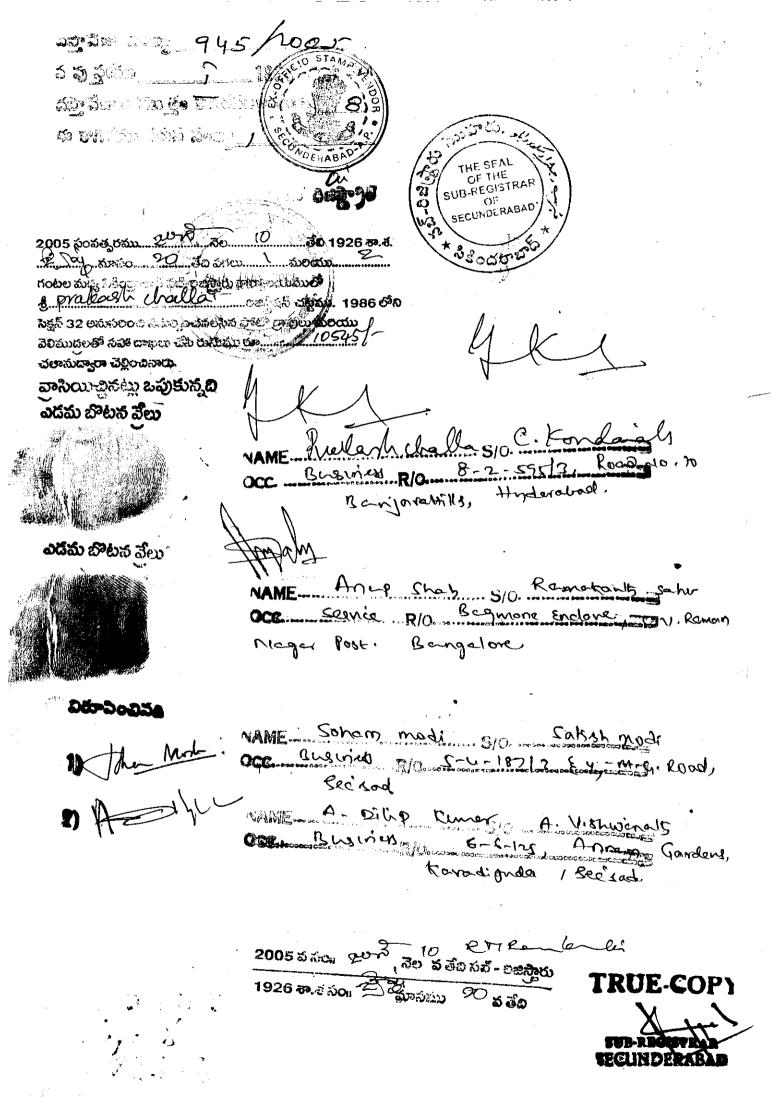
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SUB-REGISTEAN SECUNDERABAD

PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908. FINGER PRINT NAME & PERMANENT** PASSPORT SIZE IN BLACK INK (LEFT **POSTAL ADDRESS OF** SI.No. **PHOTOGRAPH** PRESENTANT/SELLER/ THUMB) **BLACK & WHITE** BUYER LESSOR: MIS. SHEI SAI EMTERPRISES having it (0) 8-2-1917, Re. Mg1 Banjaratilly, Hyderabad, 149 Partner. Mr. PRAKASH CHALLA MIS. LSG SKY CHEFF (SNDIA) PUT TO having 14 (0) Bagmone Enclave C. V. Ramon Magon Post, Bangalo Rep by Mr- Anup Sahy. **BLACK & WHITE** PASSPORT SIZE **PHOTO BLACK & WHITE** PASSPORT SIZE PHOTO SIGNATURE OF WITHERSESS OF THE SUB-REGISTRATRUE-COPY For SHRI S SECUNDER ABAD.

For SHRI SALGNITERPRISES

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CERTIFICATE OF REGISTRATION

Registered as Document No. 945

of 205 (1927 SE)

of Book and Assigned the Identification Author 1605 1-991-2005

For Scenaring.

Date: 14/6/205 Registering Officer



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