



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C. No. 9207 Date 16/12/06 Rs. 100  
 Sold to Pramod Modi  
 For M.C. Modi  
 For Whom Self Secbad.

L-G-Chimalu  
 C 484374  
**LEELA G. CHIMALU**  
 STAMP VENDOR  
 No. 02/2006  
 5-4-76/A, Gellar, Ranigunj  
 SECUNDERABAD-500 003

LEASE AGREEMENT

This LEASE AGREEMENT (the "LEASE") is made and executed at Secunderabad, on this the 16<sup>th</sup> day of December, 2006 by and between:-

Shri Pramodchandra Modi, son of late Shri Mar ilal Modi, aged about 64 years, resident of -8-165 to Prenderghast Road, Secunderabad, 500 003, hereinafter referred to as the "LESSOR", (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

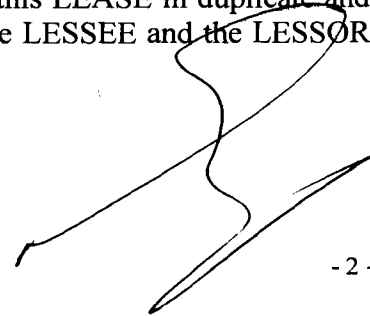
M/s. LSG Sky Chefs (India ) Pvt Ltd., a private limited company incorporated under the Companies Act, 1956 having its principal office at Bagmane Enclave, C.V. Raman Nagar Post, Bangalore 560 093, India and branch at Hyderabad represented by its authorized representative Mr. Augustine Sane, hereinafter referred to as the "LESSEE" (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. The LESSOR is the absolute owner of about 1,860 sft. of super built-up area, bearing premises no. 1-8-165 to 179/2, situated at S. D. Road, Secunderabad – 500 003, hereinafter the said premises is referred to as the Scheduled Premises.
2. 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 this LEASE.
3. The LESSOR has 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:

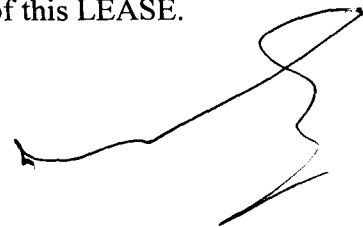
1. The LESSEE shall pay to the LESSOR rent of Rs. 20,000 (Rupees Twenty Thousand Only) for a total area of 1,860 sft.) per month which is exclusive of water and electricity consumption charges and Municipal Taxes and subject to the clause pertaining to the enhancement of rent contained hereunder and 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.
2. The LEASE shall be commencing from the 15<sup>th</sup> day of December 2006 till 31<sup>st</sup> December 2008 (both dates are inclusive).
3. The LESSEE shall pay the lease rent according to the Schedule of Lease Rent mentioned herein.
4. 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.
5. The LESSEE shall deposit and keep deposited with the LESSOR during the validity of this indenture an amount of Rs. 1,20,000/- (Rupees One Lakh Twenty 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 within fourteen (14) days on the LESSEE vacating the Scheduled Premises.
6. The expenses of stamp duty and registration charges of this LEASE in duplicate and all other incidental expenses shall be borne jointly by the LESSEE and the LESSOR equally.



7. The LESSEE shall pay the rent regularly each month on or before the 10<sup>th</sup> day of the calendar month in advance to the LESSOR and the LESSOR shall issue the official receipt in acknowledgement of the rent.
8. 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.
9. 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.
10. The LESSEE shall carry out all repairs and regular maintenance as reasonably required at his own cost.
11. The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the Scheduled Premises at all reasonable hours of the day provided the LESSOR or anyone authorized by him complying with all security, health and safety regulations of the LESSEE .
12. 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.
13. The LESSEE shall observe, perform and bind with all the rules, regulations and by laws for the time in force of the society, association, person or other body or persons that may be appointed to be in charge of the affairs of the Scheduled Premises and pay the monthly maintenance charges and outgoings as determined.
14. 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.



15. The LESSEE hereto shall be entitled to terminate this LEASE by giving a notice in writing of 90 (ninety) 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.
16. On the expiry of this LEASE or on termination of this LEASE 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 his 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.
17. 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.
18. It is expressly agreed 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.
19. This LEASE will be governed by Indian Law. Any dispute between the parties with regard to this LEASE or the subject matter thereof, including existence and validity of the LEASE shall be first settled by negotiation, failing which the dispute 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. The two Arbitrators will choose an Umpire for the Arbitration Proceedings. The Proceedings shall be conducted in English. The Arbitration award is final and binding on both parties.
20. Amendment: If any amendment to this LEASE shall be executed on Rs.100/- non judicial stamp paper which shall become part and parcel of this LEASE.



**SCHEDULE OF LEASE RENT**

<u>PERIOD</u>	<u>RENT</u>
15 <sup>th</sup> December 2006 to 30 <sup>th</sup> November 2007 ...	Rs. 20,000.00 per month
1 <sup>st</sup> December 2007 to 30 <sup>th</sup> November 2008 ...	Rs. 21,000.00 per month
1 <sup>st</sup> December 2008 to 31 <sup>st</sup> December 2009 ...	Rs. 22,050.00 per month

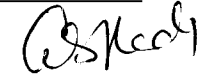
**DESCRIPTION OF THE SCHEDULED PREMISES**


All that portion of the premises on ground floor admeasuring about 1,860 sft. of super built-up area, bearing premises no. 1-8-165 to 179/2, situated at S. D. Road, Secunderabad – 500 003, marked in red in the plan enclosed and bounded by:

North By : Premises occupies by Neoteric Informatique Pvt. Ltd.  
South By : 30' common passage  
East By : 30' common passage & Premises occupies by Neoteric Inf. Pvt. Ltd.  
West By : 30' common passage

In witness whereof the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above. **For LSG SKY CHEFS (I) PVT. LTD.**

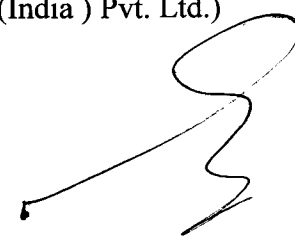
**WITNESSES:**

1.   
(G. Srinivas)

2.   
(GOPALA KRISHNAMAY)

  
**Augustine Sane  
General Manager**

LESSEE  
(LSG Sky Chefs (India) Pvt. Ltd.)

  
LESSOR,  
(Shri Pramodchandra Modi)