



കേരളം കേരल KERALA

CN 659794

AGREEMENT

THIS AGREEMENT made on this the 15th day of October Two Thousand Nineteen

BETWEEN

SHERBROOKE ALUMINIUM PRODUCTS, a Registered Partnership firm, represented by its Managing Partner, KOSHY. K. CHERIAN, AGED 61 YRS. SON OF Mr.K.K.Chcrian, residing at A-31, Riviera Retreat, Thevara Ferry, Cochin-682 013, hereinafter called the "1<sup>st</sup> PARTY", which expression shall wherever the context so permits or requires mean and include their heirs, legal representatives on one part

AND

Infinity Hospitality Services, 31/1039A1 Bhuvanewary Road, Ponnurunni, Vyttila, Cochin-



K. M. PHILOMINA  
E.S.R.O. VENDOR

No-42704  
26/10/2019

*[Signature]*  
Sherbrooke Aluminium  
Products  
Ernakulam



682019, represented by Ms.Nirmala Lilly, CEO, hereinafter called the "2<sup>nd</sup> PARTY", which expression shall wherever the context so permits or requires mean and include her heirs, legal representatives, executors, administrators and successors of the other part.

WHEREAS 1<sup>st</sup> party is the absolute owner of the office space No.41/1625, SI Kadavil Court, Arangath Cross Road, Pullepady, Cochin-682018, Building No. specifically and fully described in the schedule hereunder along with all improvements thereon along with all other rights and easements attached and appurtenant thereto.

AND WHEREAS THE 1<sup>ST</sup> Party has agreed to licence out 751 Sq.Ft. of Carpet area to the 2<sup>nd</sup> Party out of total 1,000 Sq. Ft. carpet area along with all the movable and immovable properties existing therein as per Annexure-1. The balance 249 Sq. Ft. area of the total 1000 Sq.Ft.(Carpet area) will be retained by the 1<sup>st</sup> Party with all the movable and immovable properties existing therein. The existing toilet, pantry areas shall be jointly used by all parties. The 2<sup>nd</sup> Party shall be responsible to keep the Pantry & Toilet areas clean at all times.

AND WHEREAS the 2<sup>nd</sup> Party has agreed to use the licenced area of 751 Sq. Ft. offered by the 1<sup>st</sup> Party for functioning as an office, subject to the terms and conditions hereinafter mentioned



*Nirmala Lilly*



and has agreed to pay a sum of Rs.25,000/- (Rupees Twentyfive thousand only) being interest free Security Deposit, refundable at the time of vacating the premises.

AND WHEREAS in consideration of the aforesaid agreement, the 2<sup>nd</sup> Party has paid the aforesaid security amount of Rs.25,000/- by cheque as consideration for occupancy of the schedule building to the 1<sup>st</sup> Party on this day of executing this Agreement the receipt of which will be issued by the 1<sup>st</sup> Party.

AND WHEREAS the 2<sup>nd</sup> Party has no objection in the 1<sup>st</sup> Party getting into a licence agreement for the balance area o to any other person or firm though the main entrance to the total 1,000 Sq. Ft. premises is common to all the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The 2<sup>nd</sup> Party shall remit the monthly Licence Fee of Rs.20,000/- along with 18% GST or at the prevailing rate in the account maintained by the 1<sup>st</sup> Party on or before 10<sup>th</sup> day of each succeeding calendar month.

The duration of this Licence shall be for a period of eleven months commencing from 01-10-2019. The licensing out of the building may be extended at the option of the 1<sup>st</sup> Party for further period, subject to the condition that the 2<sup>nd</sup> Party pays the monthly Licence Fee to be mutually decided subject to a new Licence Agreement is made between Party I & Party II.

The 2<sup>nd</sup> Party shall not cause any nuisance to the public.

The 2<sup>nd</sup> Party shall pay 2/3<sup>rd</sup> of the electricity charges of the premises, in the electricity tariff as required by the KSEB, during the Licence period, without default, over and above the Licence Fee payable by the 2<sup>nd</sup> Party. The 2<sup>nd</sup> Party shall also pay half of the monthly maintenance



*[Handwritten signature]*



charges of Rs.1,500/- charged by Kadavill Court Owners Association of the demised premises during the Licence period.

The 2<sup>nd</sup> Party shall keep the premises clean and in good condition and shall deliver vacant possession thereof to the 1<sup>st</sup> Party on completion of the above mentioned period of the licence or on the expiry of a written notice of two months given by the 1<sup>st</sup> Party to vacate the premises before the expiry of the period of Licence stipulated. The 2<sup>nd</sup> Party may also deliver vacant possession of the premises to the 1<sup>st</sup> Party earlier than the date fixed for the termination of the Licence provided the 2<sup>nd</sup> Party gives a notice of not less than two months to the 1<sup>st</sup> Party intimating his intention to vacate the premises on expiry of the period mentioned in the notice.

The 2<sup>nd</sup> party shall not demolish or make any addition or alteration to the demised premises without the permission of the 1<sup>st</sup> Party in writing. The 2<sup>nd</sup> Party shall keep and preserve the demised premises neatly and in a state of perfect repair and shall not cause any damage or loss to the same. Any replacement of fittings in case of any damages caused by the 2<sup>nd</sup> Party shall be carried out by the 2<sup>nd</sup> Party at their own expenses.

The 2<sup>nd</sup> Party shall not use the building for any unlawful purpose. The 2<sup>nd</sup> Party will keep a strict vigil over the inmates of the building and shall assure that no illegal or unlawful activities are being done in the building. The 1<sup>st</sup> Party shall not be held reasonable or liable, in any manner whatsoever, for any such acts of the inmates of the building, rented out to the 2<sup>nd</sup> Party.

If the Licence Fee shall be in arrears for a period of one month, the 1<sup>st</sup> Party shall give a notice in writing and can terminate this Agreement forthwith and take possession of the demised premises.



The 1<sup>st</sup> Party shall refund free of interest the security deposit to the 2<sup>nd</sup> Party after adjusting all amounts due from the 2<sup>nd</sup> Party, if any, on the termination of this Licence Agreement period and on delivering vacant possession of the demised premises to the 1<sup>st</sup> Party.

If due to the 2<sup>nd</sup> Party's failure to observe any of the terms of this Licence Agreement, the 1<sup>st</sup> Party is forced to resort to any legal proceedings the 2<sup>nd</sup> Party shall be liable to the 1<sup>st</sup> Party for all the costs and expenses the 1<sup>st</sup> Party may be put to thereby, and the 1<sup>st</sup> Party is entitled to realize the same from the security deposit advanced by the 2<sup>nd</sup> Party. Needless to say the 1<sup>st</sup> Party shall have the right to evict the 2<sup>nd</sup> Party, on failure on the part of the 2<sup>nd</sup> Party to observe any of the terms of this Licence Agreement.

This Licence Agreement is made in duplicate and the original is kept by the 1<sup>st</sup> Party and the copy is kept by the 2<sup>nd</sup> Party.

All disputes will be subject to the jurisdiction of Court in Ernakulam District.

#### SCHEDULE

District	:	Ernakulam
Taluk	:	Kanayannur
Village	:	Ernakulam
Door No.	:	41/1625 , Ground Floor
Corporation	:	Cochin



*Handwritten signature*


**Bank Details of 1<sup>st</sup> Party:**

Account No. : 05922010000034  
Account Type : Current Account  
Bank Name : Kotak Mahindra Bank Ltd.  
Branch : Kochi-Veekshanam Road-MNG Roads  
IFSC Code : KKBK0000592  
Phone No. : (0484)4470106

**DESCRIPTION OF THE PROPERTY**

751 Sq. Ft. of Ground Floor in the 12 storied building having approximately 1,000 Sq.Ft. Carpet area with one attached Toilet, and a Pantry & Store with electric connections and Light fittings.

IN WITNESS WHEREOF the 1<sup>st</sup> Party and the 2<sup>nd</sup> Party have hereto set their hands on this the 26th day of October, 2019.

  
KOSHY. K. CHERIAN

(1<sup>st</sup> PARTY)



Ms.NIRMALA LILLY

(2<sup>ND</sup> PARTY)

