भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA NON JUDICIAL

കേരളം KERALA

LEASE AND LICENCE AGREEMENT

DB 557512

THIS AGREEMENT is made on the 01 day of February 2020 (01/02/2020) between (1) Dr. SAMAR HAIDRI, aged 44 years, through her power of Attorney holder Mr. Abdul Aziz Hadiari House, 80, Jewish Church Road, Thevara Ernakulam District, Kerala, hereinafter referred to as the LICENSOR which expression where the context so admits shall include her heirs, executors, legal representatives and (2) Mr Sudhir Narayana Shenoy, aged 70 years, Managing Director of M/s Cochin Tours & Travels Pvt Ltd, residing at Amrit Retreat, Vivek Nagar, Off Kalathipadi Road, Kadavantra, Ernakulam, Kerala, hereinafter referred to as the LICENSEE which expression where the context so admits shall include his heirs, executors, legal representatives and assignees on the other part as follows:

WHEREAS THE LICENSOR became vested with Premises Door No. 66/501, Sixth Floor of Shan Apartment, Building No. G 330,Panampilly Nagar, Ernakulam hereinafter called the premises)

LICENSOR:	LICENSEE:
M. Abdul Aziz	Sudhir Narayana Shenoy
(As Attorney of Samar Haidri)	(M/s. Cochin Tours & Travels Pvt. Ltd)

Cochin Tours & Travels (P) Ltd Panampilly Nagar Ernakulam

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DB 557513

AND WHEREAS the "Licensee", being in need of shifting his Office of Cochin Tours & Travels from Building No.G/330,Panampilly Nagar, Ernakulam, has approached the licensor to give the Spaces for the above said purpose, having Door No. 66/501 at the First Floor of Shan Apartment, Building No. G/330, Panampilly Nagar, panels on Lease and License basis.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS

COMMENCEMENT

1. The parties of the First Part hereby state and declare that he has allowed the party of the other part to use the said COMMERCIAL SPACE premises with effects from 01 Feb 2020 for a period of Eleven months on Leave and License basis with 5% enhancement of rent in every renewal of contract after Eleven Months

PERIOD

2. The party of the other part has agreed to occupy and use the said Commercial SPACE premises for a period of Eleven Months (only on leave and license basis commencing on 01/02/2020 and expiring on 01/12/2020.

DAMAGE WORKERAGE

3. The Licensee shall keep the said SPACE in good condition and if any damages, breakages except natural wear and tear expected, are caused to the said COMMERCIAL SPACE/RETAIL SPACE, the licensee shall make good the loss caused to the Licensor on account of such damages.

Cochin Tours & Travels (P) Ltd Panampilly Nagar Ernakulam

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DB 557514

COMPENSATION

4. The licensee shall pay Rs.38000 (Rupees Thirty Nine thousand and Seventeen only) per month as compensation for the use of the said SPACE premises for Eleven Months, with effect from 01/02/2020 or before 5th of every Month and if he fails to do so the owner has every right to cancel the agreement. The LICENSOR confirmed an amount of Rs. 76000/-(Rupees one lakh and eighty thousand only) is carried forward from the old contract as interest free deposit, which is refundable on the expiry of this agreement after deducting pending rents, costs, charges and expenses should have met by the Licensee in course of such occupation and use of the premises.

5. The licensee shall keep the said SPACE premises in good conditions and shall not cause any nuisance and shall refrain from doing any act, which might be objectionable to the owner or the neighbors, and for this purpose the licensor shall have right to enter and inspect the premises at reasonable time suitable to him.

6. The licensee shall not keep, permit or allow anyone else to use the said SPACE or grandiscate to use and occupy or sublet nor shall transfer or assigns the benefits or the agreement to any other person.

Cochin Tours & Travels (P) Ltd Panampilly Nagar Ernakulam

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DB 557515

7. The licensee shall not carry any illegal business or activities nor shall keep any prohibited articles or commodities which could cause damage to the SPACE premises and shall strictly observe the rules and regulation of the Municipal corporation and Police Department.

8. The licence shall be automatically terminated on completion of Eleven Months and immediately after that the licensee shall handover peacefully the vacant possession of said SPACE to the licensor.

9. The Licensor shall have right to take possession of the SPACE on breach of any of the terms and conditions on the part of Licensee.

10. The Licensor and the Licensee here by covenant with each other that if either of the parties to the agreement decides to terminate the license earlier than the date stipulated here in above, the desiring party of this agreement shall give two months' notice in writing to the other party of such intention and accordingly the said agreement shall remain terminated on expiry of the notice period.

Cochin Tours & Travels (P) Ltd. Panampilly Nagar Ernakulam

11. That on completion of THIS AGREEMENT period or earlier termination thereof, as the case may be, as herein provided, the LICENSEE shall receive from LICENSOR the balance amount of complete amount of SECURITY LICENSE - FEE, if any due, as also all the arrears of charges due as mentioned in Clause 3 (three) hereinabove, and monthly rate if any suffered by the LICENSOR, by reason of the operation by the LICENSEE of THIS AGREEMENT OF LEASE AND LICENSE, towards the loss in terms of money, suffered by the LICENSOR on account of damage to the PREMISES, and / or fittings / fixtures therein.

12. That at all times, the OWNERSHIP and LEGAL POSSESSION AND OCCUPATION of the PORTION and PREMISES shall be that of the LICENSOR only and the LICENSEE shall use and occupy the PORTION as LICENSEE only, and shall not claim any interest of any nature.

13. That the LICENSEE shall on expiry of the period of THIS AGREEMENT or on earlier termination of said premises as herein provided, remove himself together with all his articles/things and hand over the premises peacefully and without any hindrance, in good order and condition normal wear and tear expected.

14. That the LICENSOR and/or their respective authorised agents shall have the right to inspect the PREMISES for bonafide inspection purposes, at all reasonable times.

15. That the LICENSEE hereby confirm that the Premises shall be occupied by him (LICENSEE) on "AS-IS-WHERE-IS" basis, and that, therefore, any relevant laws/rules to the contrary notwithstanding, he (LICENSEE) shall not during the period of THIS LICENSE, or thereafter, demand or required by the LICENSOR any payment for any additions/modifications/improvements/renovations, of the PORTION or the PREMISES, which, if required by the LICENSEE, shall be carried out by the LICENSEE at his own cost, subject to obtaining prior permission from the LICENSOR, subject to the LICENSEE securing required permission from the concerned authorities/institutions.

16. That the LICENSEE both here by agree / undertake that he, his family members, staff, visitors, shall:-

(a) Take all reasonable care of, all and singular, the PORTION and the PREMISES, and shall indemnify the LICENSOR from and against any damagelossi (other than by ordinary wear and tear) by reason of normal or exceptional "Force" and he shall not do any other thing which may cause damage to the PORTION of the PREMISES, and/or to the fixtures/fittings in the PORTION of and/or PREMISES, and shall take proper care of the same as far as it is in his power of the said property and belongings, and shall always keep the PORTION and the PREMISES in a clean/habitable condition/hygienic condition, free from waste/debris.

(b) Not do/cause/suffer to be done, any act/deed, or thing in or about the PORTION or the PREMISES, which is illegal/unconstitutional/ immoral or which may expose the LICENSOR to any damage/loss/harm, due to any legal/Government /Township action, or any action by the persons so affected, and shall not disturb / injure / damage / remove / shift / displace / misplaced, or cause to be disturb / injure / damage / remove / shift / displace / misplaced, any of the fixtures/fittings provided in the PROTION / PREMISES.

For Cochin Tours And Travels (P) Ltd.

S.V. Shetty
Director/Jt. Director