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കേരളം KERALA

LEASE AND LICENCE AGREEMENT

THIS AGREEMENT is made on the 01 day of February Two Thousand Twenty (01/02/2020) between (1) Dr. SAMAR HARRIS, aged 40 years, through her power of Attorney holder Mr. Abdul Aziz, duly authorized under General Power of Attorney dated 18.08.2017 signed by Sub Registrar, Ernakulam, Kerala and residing at Kottoor House, St. Joseph 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. Kallur Narayana Shastry, aged 70 years, Managing Director of M/s. Cochin Tours & Travels Pvt Ltd, residing at Amrit Retreat, Vivek Nagar, KP Vallon Road, Kadavanthra, 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' become vested with Premises Door No. 56/501, first Floor of Shan Apartment, Building No. G 308, Panampilly Nagar, Ernakulam (hereinafter called the premises)

LICENSOR

M. Abdul Aziz

(As Attorney of Sammar Harris)

LICENSEE

Kallur Narayana Shastry

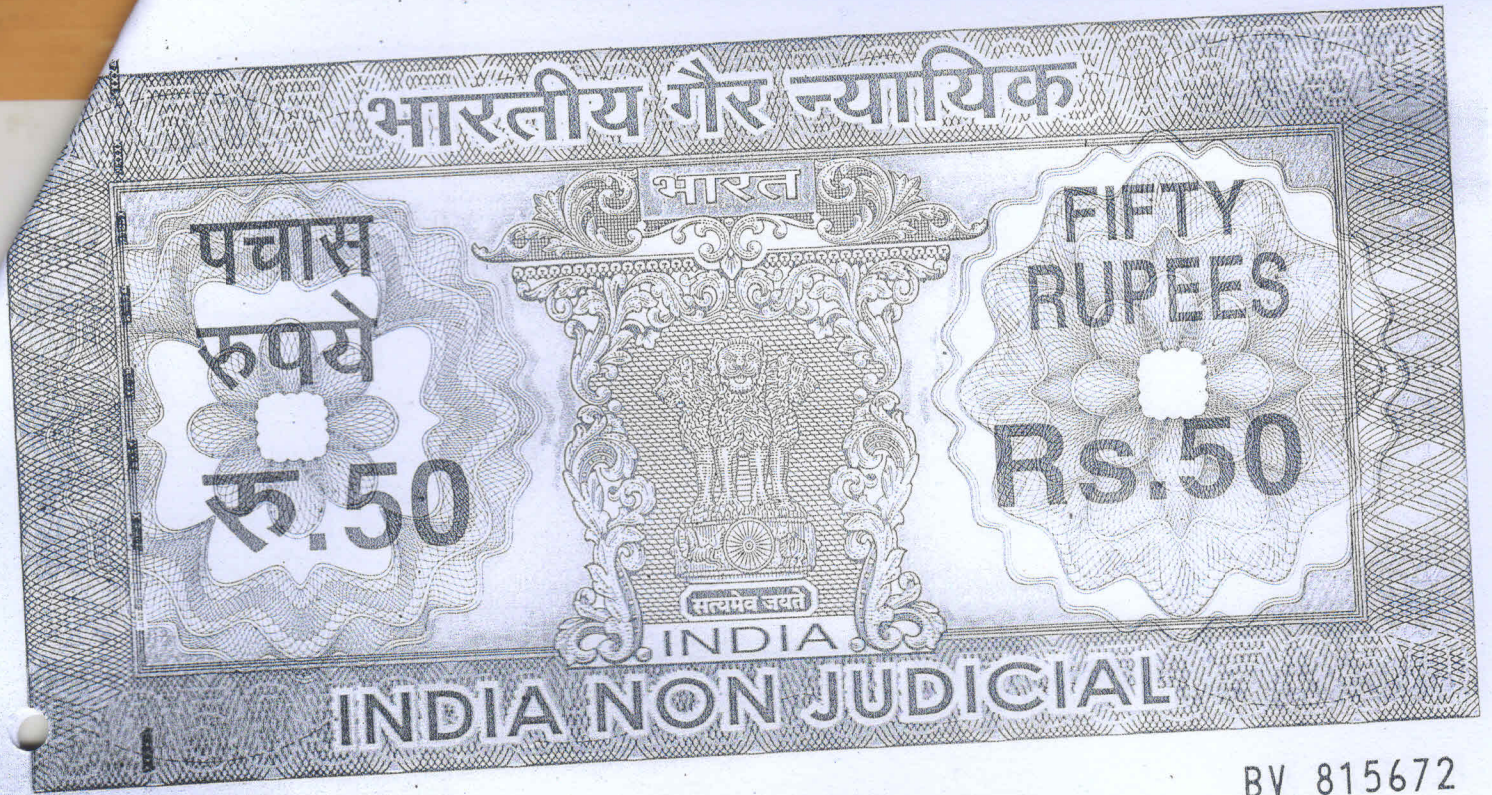
(M/s. Cochin Tours & Travels Pvt Ltd)

K. M. PHILOMINA W 34473  
E.S.R.O. VENDOR 18/11/2019

Cochin Tours & Travels Pvt Ltd

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AND WHEREAS the "Licensee", being in need of shifting his Office of Cochin Tours & Travels from Building No.G309,Panampilly Nagar, Ernakulam, has approached the licensor to give the Residential Premises for his office, having Door No. 56/501 at the First Floor of Shan Apartment, Building No. G308, Panampilly Nagar, purely on Leave 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 SPACE premises with effect from 01 Feb 2020 for a period of Eleven Months on Leave and License basis and also hereby agreed that the compensation will be increased by 6% every 22 month with effect from 01.03.2019.

PERIOD

2. The party of the other part has agreed to occupy and use the said SPACE premises for a period of Eleven Months purely on leave and license basis commencing on 01/02/2020 and expiring on 31/12/2020

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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 SPACE, the licensee shall make Good the loss caused to the Licensor on account of such damages.

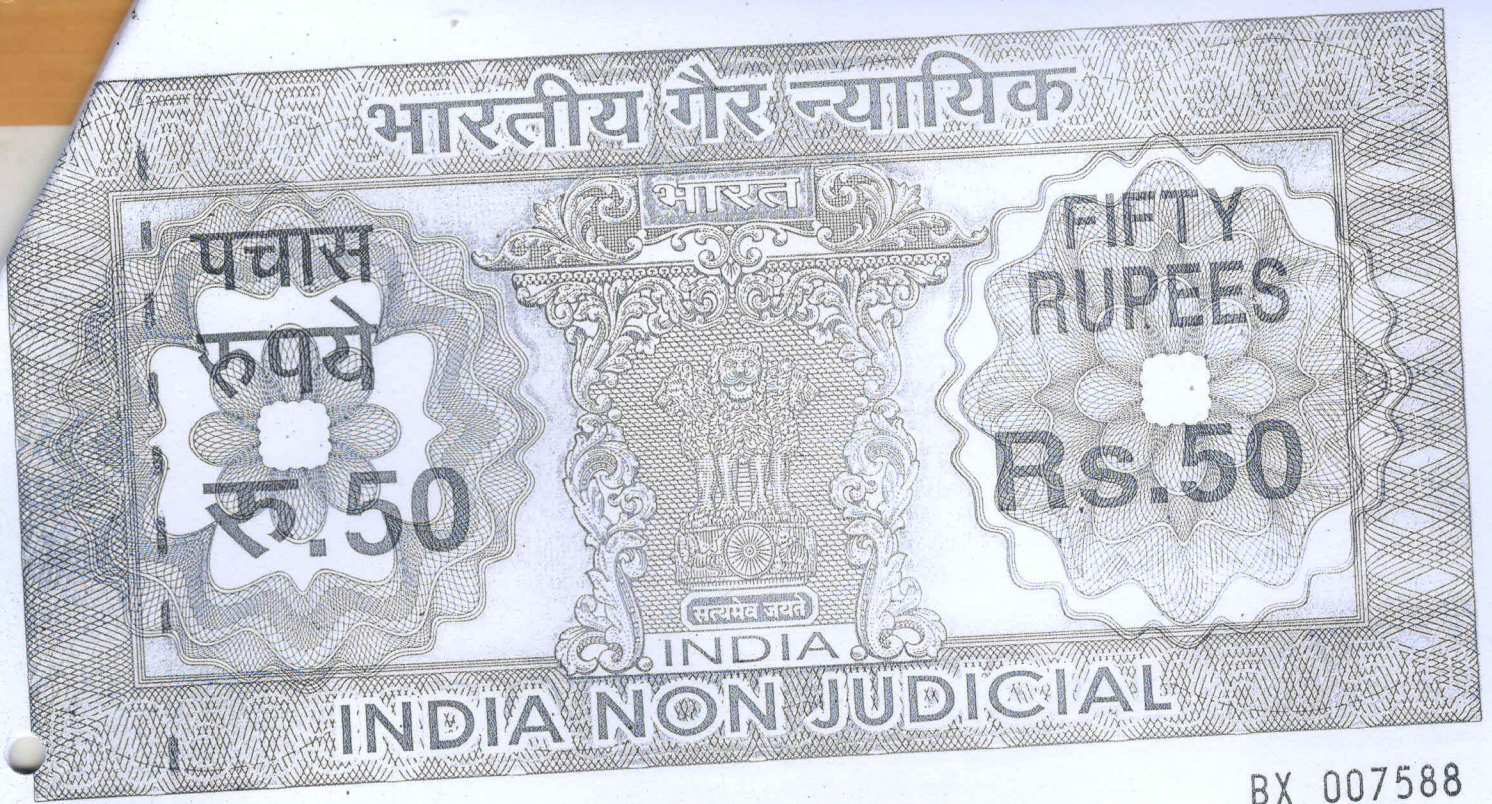
K. M. PHILOMINA  
E.S.R.O. VENDOR

No 35764  
25/12/2019

Cochin Tours & Travels P.L. Ltd

12/11/19





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COMPENSATION

4. The licensee shall pay Rs.36,809/- (Rupees Thirty, Six thousand and Eight Hundred & Nine only) per month as compensation for the use of the said SPACE premises for Eleven Months with effect from 01/02/2020 on or before 5<sup>th</sup> of every Month and if he fails to do so the owner has every right to cancel the agreement. The 'LICENSOR' confirm that an amount of Rs. 180000/- (Rupees one lakh and eighty thousand only) is carried forward from the last contract as interest free deposit which is refundable on the expiry of this agreement after deducting costs, charges and expenses should have met by the Licensee in course of such occupation and use of the premises. In case, the contract is further renewed for another Eleven Months, the compensation amount will be 36,809/- (Thirty Six thousand and Eight hundred and Nine only) per. Month with effect from 01/02/2020 to 31/12/2020.

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 grant license to use and occupy or sublet nor shall transfer or assigns the benefits or this agreement to any other person.

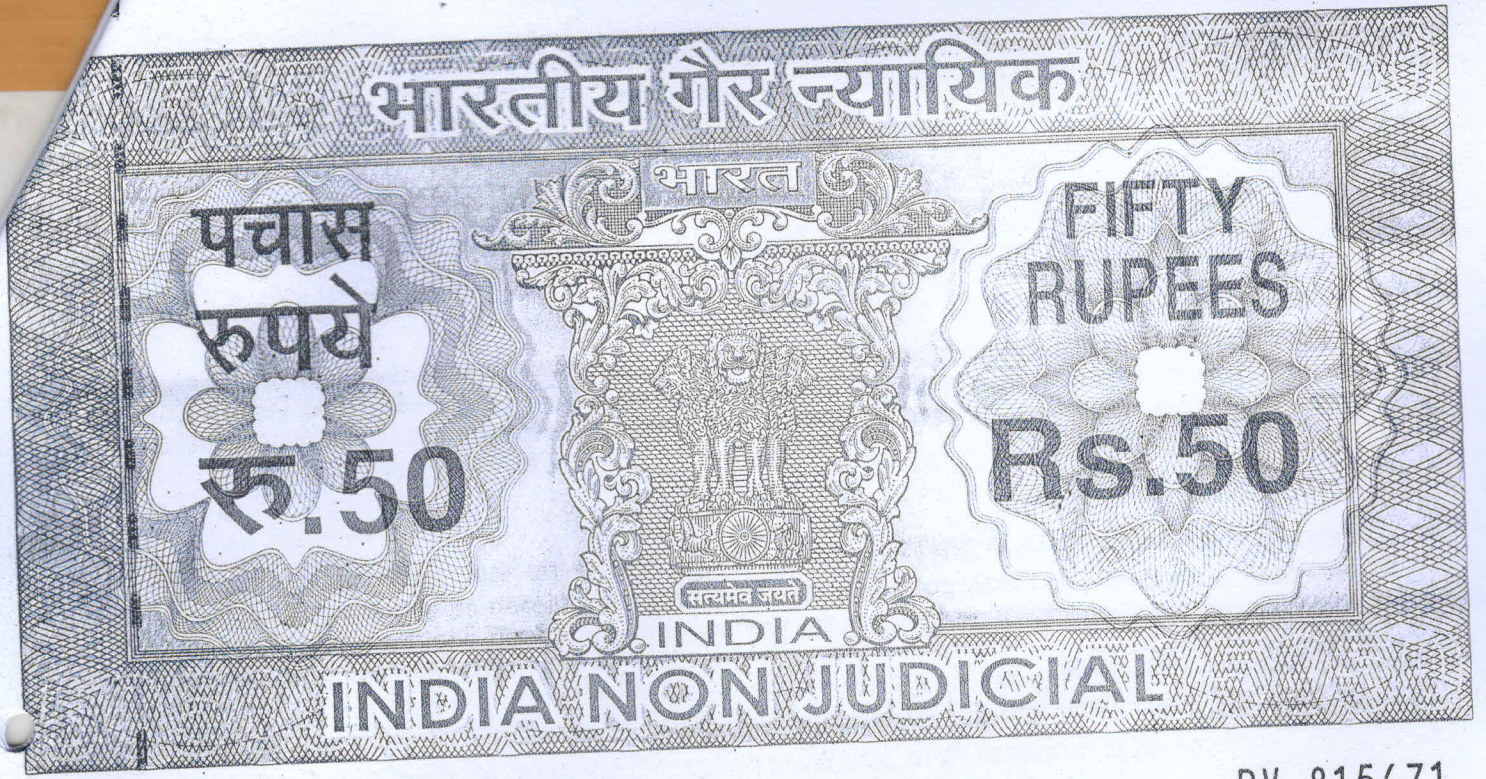
7. The licensee shall not carry any illegal business or activities nor shall store any prohibited articles or commodities which could cause damage to the SPACE premises and shall strictly observe the rules and regulation of the Municipal corporation and Police Department.

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

NO 34474  
18/9/2019

Cochin Tours &  
Travels Pvt- Ltd  
EPlus





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8. The license 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 this 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.

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 or complete amount of SECURITY DEPOSIT (as the case may be) after deductions of monthly COMPENSATION/ LICENSE - FEE, if any due, as also all the arrears of charges due as per clause No.3 (three) hereinabove, and monitory loss if any suffered by the LICENSOR, by reason of the operation (by the LICENSEE) of THIS AGREEMENT OF LEAVE AND LICENSE, besides 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

*[Signature]*  
K. M. PHILOMINA  
E.S.R.O. VENDOR  
W 35763  
2019/2019

*[Signature]*  
Cashier  
Travels P.L. Ltd  
P.L. Ltd



whatsoever in the said PORTION or the PREMISES, and that nothing in THIS AGREEMENT shall be construed to be a demise at law in respect of the PORTION or the PREMISES or to confer the LICENSEE any right of tenancy/ sub - tenancy / lease / sub - lease etc..., in respect of the PORTION or the PREMISES.

13. That the LICENSEE shall on expiry of the period of THIS AGREEMENT or on earlier vacation 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 authorized agent/s shall have the right to visit/enter the PREMISES for bonafide inspection purposes, at all reasonable times.

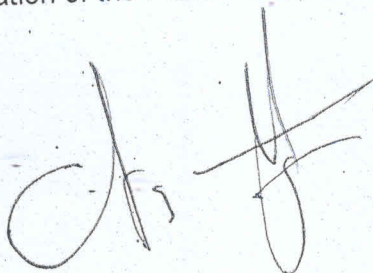
15. That the LICENSEE hereby confirm that the Premises shall be occupied by him (LICENSEE) on "AS-IS-WHERE-IS" basis, and that, therefore, any relevant laws/rules to the contrary notwithstanding, he (LICENSEE) shall not during the period of THIS LICENSE, or thereafter, demand or required by the LICENSOR any payment for any additions/alterations/repairs/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 procuring 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 damage/loss (other than by ordinary wear and tear) by reason of normal use/occupation thereof, and he shall not do any other thing which may cause harm/damage to the PORTION of the PREMISES, and/or to the fixtures/fittings in the PORTION of and the PREMISES, and shall take proper care of the same as he would take in case of his own property and belongings, and shall always keep the PORTION and the PREMISES in a clean/habitable decent/sanitary condition, free from waste/rubbish.

(b) Not do/cause/suffer to be done, any act/deed, or thing in or about the PORTION or the PREMISES which is illegal/improper/indecent/ immoral or which may expose the LICENSOR to any damage/loss/harm, due to any legal/Government /Society's 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 PORTION / PREMISES.

(c) Observe all the rules / regulations, now in force, or as may be imposed here after by the concerned SOCIETY / association / government / Municipal authorities, in respect of his use / occupation of the PORTION, from time to time.



17. That the LICENSEE hereby agrees to indemnify the LICENSOR and their representative, from all claims/demands/damages/actions/costs/charges, to which they may have to be held liable, by reason of any activity/negligence/commission/non-performance/non-observance, of any terms/conditions of THIS LICENSE, or otherwise, by the LICENSEE or any one acting under him.

18. LICENSEE in possession or occupation of PREMISES give to him on LICENSE shall deliver possession of such PREMISES to the LICENSOR on expiry of the period of LICENSE and on the failure of the LICENSEE to so deliver the possession of the LICENSED PREMISES, the LICENSOR shall be entitled to recover possession of such PREMISES from a LICENSE, by making an application to the competent authority.

The LICENSEE who does not deliver possession of the PREMISES to the LICENSOR on expiry of the period of LICENSE, and continues to be in possession of the LICENSED PREMISES, till he is dispossessed by the COMPETENT AUTHORITY, shall be liable to pay damages at double

the rate of the LICENSE - FEE or CHARGE of the PREMISES fixed under the Agreement of LICENSE.

19. To bear and pay electricity & water charges for the electricity & water consumed in the licensed premises.

20. To use the licensed premises only for running the Office of Cochin Tours & Travels Pvt Ltd and no other purpose.

LICENSOR

M. Abdul Aziz

(Power of Attorney Holder of Samar Harris)

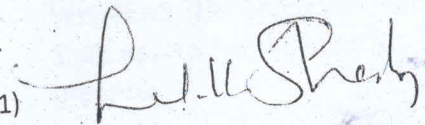
LICENSEE

KallurNarayanaShastri

Managing Director

(M/s. Cochin Tours & Travels Pvt Ltd)

Witness: 1)



2) 