



കേരളം കേരल KERALA

L 793408

THIS DEED OF LEASE MADE ON this 1st day of July 2024, between **Mr. SHAJAHAN P.M.**, Aged 59, S/o P.K. Manu, Pulikkal House, Cheruvaloor P.O., Koratty, Thrissur - 680 321, hereinafter referred to as Lessor and M/s Neo Classic Cruise & Tours Pvt. Ltd., Marine Drive, Kochi - 682 031 Represented by its Managing Director **Mr. NISHYJITH K. JOHN** hereinafter referred to as Lessee,

WHEREAS the Lessor is the owner of the shop room numbered as Shop no. GF-6, at Swapnil Enclave, Marine Drive, Kochi-31, facing to North side having commercial area of 537 sq. ft. in the Ground floor which is bearing Corporation door No.67/4323 out of the total 1,50,000 sq. ft. have together agreed to lease out the same and the entire lease rent shall be collected by the Lessor.

AND WHEREAS the LESSEE is desirous of having lease of the aforesaid 537 sq. ft. (super built up area) of commercial premises on the Ground floor in the above referred Complex which is more particularly described in the schedule hereunder. (The shop is tentatively referred to as Shop no: GF-6)

AND WHEREAS THE Lessor after negotiation has agreed to this indenture of lease with the LESSEE, under following terms:

Lessor : **Mr. P.M. SHAJAHAN**

Lessee : **Mr. NISHYJITH K. JOHN**

(Contd...2)

No. 9848/20-06-2024 18500/.

NISHYJITH K. JOHN

MANAGING DIRECTOR

NEO CLASSIC CRUISE & TOURS PVT. LTD.

M. K. JOJO

VENDOR NO: 20

CHALAKUDI



NOW THEREFORE THIS INDENTURE OF LEASE WITNESSETH AS UNDER:-

1. DEMISE: The LESSORS, does hereby gives on lease to the LESSEE, on rent and upon the terms and conditions as enumerated and agreed to hereinafter, the commercial premises admesuring 537 Sq. ft. (super built up area) situated on the Ground Floor (Shop No: GF-6) of the Complex adjacent to Jhankar Jetty, Shanmugham Road, of the building known as "Swapnil Enclave", constructed on SY No.843, Ernakulam Village, Plot No.7, Jhankar Jetty, CMDS, Shanmugham Road, Marine Drive, Cochin (hereinafter known and referred to as the demised premises).

2. RENT: The rent for the demised premises shall be Rs.27000/- per month (Rs. Twenty Seven Thousand only) and TDS @ 10% on the same shall be borne by Lessee. The Balance rent Rs.24300/- (net of TDS) shall be paid by the LESSEE to Lessor on or before the 1st day of every month towards rent of previous month. The stamp duty and registration charges on this LEASE AGREEMENT shall be borne by the LESSEE.

3. MAINTENANCE AND RUNNING COST: The LESSEE shall bear maintenance cost of Rs.2/- per sq.ft per month in addition to the rent. Such maintenance charges shall be subject to escalation after every one year as decided by the Association.


4. INCREMENT OF RENT: The increment in the amount of rent payable per month shall be 7% per annum every year.

5. LEASED PERIOD: Subject to Clause 8 below, the lease period shall be for 11 months from 1st July 2024 . The lease period may be extended further on mutual written agreement of terms between the parties.

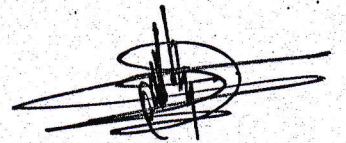
6. POSSESSION TIME: The LESSOR shall handover the possession of the demised premises referred above on the day of signing of this INDENTURE OF LEASE by both parties. The LESSEE shall execute receipt at the time of taking over the possession of the premises and shall be deemed to be proof of possession given by the LESSOR to the LESSEE.

7. SECURITY DEPOSIT: The security deposit shall be interest free refundable security deposit and equal to six (6) months basic rent amounting to Rs.1,20,000/- (Rupees One Lakhs Twenty Thousand only) and shall be paid to Lessor after signing of this INDENTURE OF LEASE. The security Deposit shall be refunded without any interest, to LESSEE in full upon expiry or termination of this Lease Agreement at the time of the LESSEE handing over possession of the demised premises to the LESSOR. In the event the LESSOR fails to refund the interest free security deposit to the LESSEE on termination or expiry of the Lease against handing over of possession by the LESSEE, the LESSOR shall be liable to pay interest on such interest free refundable security deposit or any part thereof which remains unpaid, at the rate of 10% per annum, for such delayed period.

8. NOTICE PERIOD: The LESSOR shall be entitled to terminate this Agreement upon Thirty (30) days



Lessor : Mr. P.M. SHAJAHAN



Lessee : Mr. NISHYJITH K. JOHN

(Contd...3)

of written notice to LESSEE on finding the LESSEE causing any breach of condition mentioned hereto into this Agreement.

9. Electricity Connection : The LESSEE shall pay the electricity charges corresponding to the consumption in the meter to KSEB directly or to the concerned authority and shown the receipt to the LESSOR and in case of fail LESSEE shall pay all the loss to the LESSOR.

10. LESSEE'S Covenants: During the term of the lease , LESSEE undertakes:

10.1. Not store any dangerous or hazardous goods in the demised premises and shall not cause any disturbance to other co-owners.

10.2. Not sublet/assign or transfer demised premises to any other person without the consent of LESSOR.

10.3. At the expiry or termination of the lease term handover the leased premises in the same order and condition in which it was let subject to reasonable wear and tear.

10.4. Allow LESSOR or his representatives or agents to enter, inspect the premises without any objection or hindrance from the LESSEE provided that the LESSOR shall not disturb the operation or peaceful enjoyment of the leased premise and subject always to Twenty four (24) hours of advance written notice to LESSEE.

10.5. In case of default of payment or rent and amenities charges consecutively for 2 months, subject to twenty four (24) hours of advance written notice to LESSEE, allow the LESSORS to enter the demised premise and to take back the possession of the same without any let or interference from the court.

11. LESSOR's Covenants: During the term of the lease, LESSOR undertakes:

11.1. Pay all the taxes and statutory duties due to government, corporation or any other government / semi government body in respect of the demised premises and the building and complex.

11.2. Ensure the peaceful use and enjoyment of the demised premise by the LESSEE without any disturbance or interruption by the LESSOR or anyone claiming through the LESSOR. The LESSOR covenants, represents and warrants to LESSEE that it has all required, approvals, to lease the demised premise to LESSEE for commercial purpose.

11.3. Defend, indemnify and hold harmless LESSEE for any breach of obligations or breach of warranty by LESSOR.

11.4. Ensure and allow that LESSEE is entitled to use the demised premise as a Medical shop and allow LESEE the right to decorate the demised premise and install in the said premise internal wirings and cabling for the purpose of installing LAN and Workstations. UPS systems, telephones , computer and fax systems, telecommunications, etc.

11.5. Ensure that all required governmental and any other relevant permits, approvals and consents are



Lessor : MR. P.M. SHAJAHAN



Lessee : Mr. NISHYJITH K. JOHN

(Contd...4)

given for occupancy of the demised premise by the LESSEE for the purpose of conducting LESSEE's commercial business during the term of the lease period.

11.6 Allow the LESSEE to carry out necessary repairs/renovation work within the demised premise to suit LESSEE's needs.

12. PURPOSE:

12.1. The LESSEE agrees that the demised premise has been let out for conducting the commercial business of the LESSEE and further covenants that it shall not use the demised premises for the purpose other than that mentioned in the agreement.

12.2 That the LESSEE shall immediately vacate the demised premise on receipt of security deposit from the LESSOR on termination of this lease.

12.3 The lessee shall have a right to put backlit signages of the size and dimensions of its choice and the Lessor shall not object to the same outside the building premises with the consent of association.

12.4 Subject to the conditions contained herein both the parties bind themselves to all rights and liabilities as envisaged in the transfer of property act.

13. NOTICE

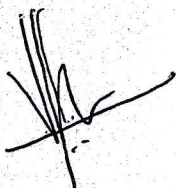
Any notice required to be served on any of the parties hereto or handed over to their authorized person(s) shall be sufficiently served and given if delivered to it/ them at the address given above, or such other address as may be communicated later in writing for notice purpose.

14 GOVERNING LAW AND JURISDICTION

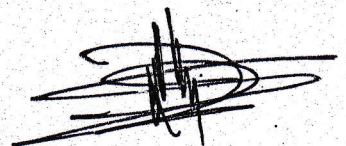
This agreement shall be governed by the laws of India and in the event of dispute the relevant courts in Cochin, India shall have jurisdiction.

15. DOCUMENTATION

A duplicate copy of this Lease Deed in Rs.100/- stamp paper is also presented for registration along with the original. The duly stamped original Lease Deed shall be retained by the LESSOR and the duplicate shall be retained by the LESSEE.



Lessor : MR. P.M. SHAJAHAN



Lessee : Mr. NISHYJITH K. JOHN

(Contd...5)

SCHEDULE ABOVE REFERRED TO

District	:	Ernakulam
Sub District	:	Ernakulam
Taluk	:	Kanayannur
Firka	:	Ernakulam
Village	:	Ernakulam
Desom	:	Kovilvattom
Tensure	:	Jenmom
Limit	:	Cochin Corporation
Sy.No.	:	843
Extent	:	537 Sq.ft. (Super Build-up area)

DESCRIPTION

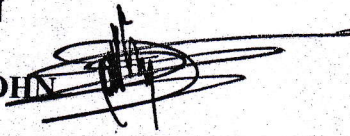
Commercial premises admeasuring 537 sq.ft (super built up area) bearing Corporation Door No. 67/4323 facing to south side, situated on the Ground Floor (Shop No:GF-6) of the complex, adjacent to Jhankar Jetty, Shanmugham Road, of the building known as "SWAPNIL ENCLAVE", in survey No.843 in Ernakulam Village of Cochin Marine Drive Town Planning Scheme of G C D A Kochi with all rights appurtenant thereto covered and described in sale deed registered as No. 6404 of 2007 of Sub Registry Office, Ernakulam together with the right of the common areas and facilities.

BOUNDARIES

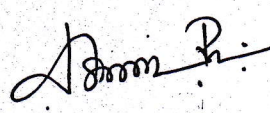
East	:	Shanmugham Road
South	:	Jhankar Jetty Road
West	:	10 mtrs wide service road
North	:	Boat Jetty and shops.

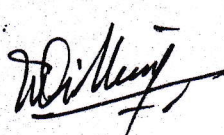
IN WITNESS of the above both the parties have signed the lease indenture at the place and date aforesaid mentioned.

Signed by Lessor : **Mr. P.M. SHAJAHAN**

Signed by Lessee : **Mr. NISHYJITH K. JOHN** 

Witness :

1. Vipin P
Ponneth House,
Mannarkkad, Pallakkad 

2. Willy Jacob
Velhaye the / House, Kollamkulimeda
Strickkaram P.O.
Kochi-682021 

Lessor : **MR. P.M. SHAJAHAN**

Lessee : **Mr. NISHYJITH K. JOHN** 