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LEASE DEED

THIS **LEASE DEED** made and executed on this the First day of May, Two Thousand and Twenty-two [01.05.2022] **BY and BETWEEN HARRIS ZAIN SAIT** [Holder of AADHAAR Card Number 3133 5688 9613 and Permanent Account Number AJQPS4286D] aged 59 [Fifty-nine] years, business, son of Zain Yoonis Sait, Door No. 36/2598A of Kochi Municipal Corporation, 'Saniya', Shenoy road, Kaloor P.O., Pin-682 017, Kaloor desom, Elamkulam village, Kanayannur taluk, Ernakulam district, hereinafter referred to as 'the LESSOR', which expression shall wherever the context so permits mean and include his heirs, executors, administrators and

HARRIS ZAIN SAIT

**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN  
alias MALVEETIL KOPPU SOMAN]

For Somans Leisure Tours India Private Limited

Accepting Offeror

NO 14779 DATE 31.5.22

VALUE OF RS 20

SOLD TO Harris Zain

M.A. KUNJU BEEVI  
HIGH COURT VENDOR

Kaloor

27 MAY 2022

ERNAKULAM



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DU 035431

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persons deriving title under him **AND SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**, [Holder of Permanent Account Number AAMCS2579M] a company registered under the Companies Act, 1956 having its office at Door No. 44/2214 A-7, 1<sup>st</sup> Floor, Martin Eva Holy Tuesday Shopping Mall, Kaloor P.O., Pin-682017, Ernakulam district, represented by its Managing Director **M.K SOMAN** alias **MALVEETIL KOPPU SOMAN** [Holder of AADHAAR Card Number 3311 8668 7133 and Permanent Account Number ARTPS4450Q], son of M.S.Kopu, aged about 68 [Sixty-eight] years, residing at 6B, Olive Wood Stock, JNI Stadium Link road, Kaloor P.O., Pin-682017, Ernakulam district, hereinafter referred to as 'the LESSEE', which expression shall wherever the context so permits mean and include its assignors, executors, successors, administrators and persons deriving title under it.

HARRIS ZAIN SAIT,

**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN  
alias MALVEETIL KOPPU SOMAN]

For Somans Leisure Tours India Private Limited

Managing Director

NO 14780 DATE 31.05.2022

VALUE OF RS 100/-

SOLD TO Harris Zain Sait  
Kaloor

M.A. KUNJU BEEVI  
HIGH COURT VENDOR

27 MAY 2022

ERNAKULAM

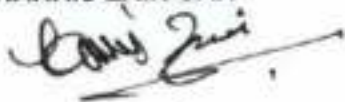
**WHEREAS** the LESSOR is the absolute owner and in possession of the building bearing Door Nos. 39/1599 and 39/1603 of Kochi Municipal Corporation having an approximate area of 4000 square feet situated at the first floor of the building complex named as 'SANIYA TOWER' at Palarivattom, Kochi-682025, situated in the property having a total extent of 5.54 Ares, made up of 1.56 Ares in Survey No. 1/1-8, 1.84 Ares in Survey No. 1/5, 1.05 Ares in Survey No. 1/1-6 and 1.09 Ares in Survey No. 5/1 of Poonithura village, Kanayannur taluk, covered by Sale Deeds Nos. 2551/1981, 2552/1981 and 5109/2003, all registered at Maradu Sub Registry, which is more particularly described in the schedule hereunder and hereinafter referred to as 'the demised building'.

**AND WHEREAS** the LESSEE approached the LESSOR for taking the demised building on lease, and the LESSOR decided to let the demised building to the LESSEE, to conduct its tour operations and travel agent business on the terms and subject to conditions hereinafter appearing.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

That in pursuance of the agreement afore-stated and in consideration of the LESSEE having agreed to pay and keep on paying the monthly rent hereby reserved and in further consideration of the LESSEE having agreed to observe and perform the other terms hereinafter appearing, the LESSOR do hereby let to the LESSEE the demised building and the LESSEE has taken from the LESSOR the demised building on rent on the terms and conditions subject to considerations hereinafter appearing:

HARRIS ZAIN SAIT



**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN  
alias MALVEETIL KOPPU SOMAN]

For Somans Leisure Tours (I) Pvt. Lt



Managing Director

1. The lease shall be for a period of 5 [Five] years, i.e., from 01.06.2022 to 31.05.2027.
2. The LESSEE has paid an interest free security deposit of Rs.9,00,000/- [Rupees Nine Lakhs only] to the LESSOR through RTGS/NEFT in the name of the LESSOR on 31.05.2022, which shall be returned by the LESSOR to the LESSEE without interest on termination of this deed on surrendering vacant possession of the demised building by the LESSEE, subject to adjustment of the whole or any portion of it as the case may be, towards any sum or sums payable by the LESSEE to the LESSOR and subject to the stipulations contained in this deed.
3. The LESSOR has agreed to provide a rent-free fit-out period of 60 [Sixty] days from 01.06.2022 and, thereafter, as consideration for the lease, the LESSEE agrees to pay to the LESSOR monthly rent at the rate of Rs.1,50,000/- per month on or before the 5<sup>th</sup> [Fifth]day of every succeeding English calendar month in the name of the LESSOR. It is further agreed between the parties that the monthly rent payable by the LESSEE to the LESSOR shall be enhanced by 10% on completion of every 3 [Three] years and the rent payable by the LESSEE to the LESSOR during the period from 01.06.2022 to 31.05.2027 shall be as follows:

Period	Monthly rent payable excluding GST
01.06.2022 to 31.05.2025	Rs. 1,50,000/-
06.06.2025 to 31.05.2027	Rs. 1,65,000/-

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For Soman's Leisure Tours (I) Pvt. Ltd



Managing Director

4. The monthly rent shall be paid by the LESSEE in the Account No. 05201530030013 (IFSC: HDFC0000520) of the LESSOR in HDFC Bank, Palarivattom branch after deducting the Tax Deduction at Source (T.D.S) as per the Income Tax Act and the Rules framed therein.
5. The LESSEE shall pay the tax proportionate to the above rent at the applicable rate as per Goods and Services Tax Act, 2016 as amended by the authorities from time to time.
6. The TDS certificate (Form-16A) under the Income Tax Act shall be issued annually by the LESSEE in favor of the LESSOR.
7. If default is made in paying the monthly rent by the LESSEE, the defaulted rent shall carry an interest at the rate of 18% p.a. and shall be chargeable from the due date to the actual date of payment.
8. The LESSOR hereby declares that the demised building is constructed as per the approved plan from the competent authority.
9. The LESSEE is entitled to use the leased premises 24x7 all year round for operating their business.
10. The LESSEE shall keep the demised building clean and in good condition and shall deliver vacant possession thereof to the LESSOR on expiry of the term of this lease without raising any claim of whatsoever nature against the LESSOR.

**HARRIS ZAIN SAIT**



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Managing Director

11. The LESSEE may also deliver vacant possession of the demised building to the LESSOR earlier than the date fixed for termination of lease after giving 2 [Two] months' notice to the LESSOR intimating its intention to vacate the demised building.
12. In the event of the LESSEE not paying the rent for 3 consecutive months during the term of the lease, then the lease deed shall get terminated automatically. However, in the event of the LESSEE paying the rent within 15 days from the date of receipt of the notice as regards the non-payment of rent, then the LESSOR shall not have the option to terminate the lease.
13. Both the parties have the option to terminate this lease by giving 6 months advance notice in writing without assigning any reason. However, this clause will be inapplicable in the event of any default in the payment of rent by the LESSEE.
14. The LESSEE shall duly obtain all the licenses and permissions required by law and it shall be responsible to take out, obtain and keep in force and pay for all such necessary licenses and permits for the purposes of carrying on its business and shall observe and comply with all Acts, Rules, Regulations and notifications, including rules and regulations of any local authority or any other authority in force from time to time which may be applicable to the business of the LESSEE and the LESSOR agreed to co-operate with the LESSEE for procuring the same.

**HARRIS ZAIN SAIT**



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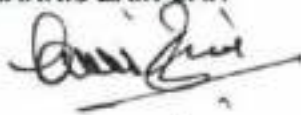
For Somans Leisure Tours (I) Pvt. Ltd



Managing Director

15. The LESSEE shall keep the demised building in good maintenance, air and watertight condition and also conduct business without polluting the premises adjacent to the leased premise.
16. The LESSEE may put up signboards, name boards, etc., in the area set apart for the same in the demised building pointed out by the LESSOR. The LESSEE shall not place any of the sign boards or name boards by obstructing the view of the building.
17. The LESSEE, its employee(s), men, agents and customers shall have access to the demised building at all times without any hindrance or obstruction in any kind.
18. The LESSEE shall maintain the demised building in good condition and repair as and when necessary and also return the same without any damages and operational condition. Otherwise, the LESSOR shall have the right to withhold the charges incurred for repairing the damages and deduct the expenses from the advance amount subject to the deduction of appropriate depreciation.
19. The LESSOR shall provide parking area for parking 3 cars and 6 scooters at the ground floor of the building complex to the LICENSEE for them, its servants, men, agents and customers' exclusive use of parking without offending any law or lawful authority and without causing any hindrance or obstruction to the public or from the LESSOR or his men, servants or agents.

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Managing Director

20. The LESSOR has provided common amenities for the use of the tenants in the building complex such as lift/generator, common area lightings and water. The LESSEE shall equally share the electricity, water and other charges with the other tenants for such common amenities consumed in the demised building as per the reading shown in the meters installed in the demised building during the period of lease.
21. The security personnel for the building shall be provided by the LESSEE at their expense and cost.
22. The LESSOR shall pay the property tax and all other taxes, rates, assessments, duties and other outgoing payable with respect to the demised building incidental thereto.
23. The LESSEE shall not carry on, or permit to be carried on, any unlawful business, or any other activity that is contrary to law, in the demised building or appurtenant property.
24. The LESSEE shall use the demised building with care and caution and, in case of either damages or loss in the demised building, shall make good the same, except the ordinary wear and tear.
25. The LESSEE is permitted to sublet the entire leased premises or specific portion of the leased premises to other entities, which the LESSEE and promoters of the LESSEES have substantial interest, with the consent of the LESSOR in writing.

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Managing Director

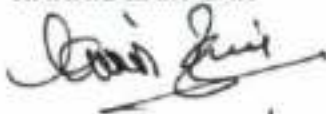
The LESSEE shall ensure that the subtenant also abide by all the terms and conditions mentioned in this lease agreement and in case of any breach of any of the covenant in this lease deed, the LESSOR shall be entitled to terminate the lease and the LESSEE shall immediately vacate its subtenants and hand over vacant possession of the demised building to the LESSOR.

26. Except as provided herein, the LESSEE shall not sell, mortgage, sub-lease, assign, transfer, convey or subject LESSEES interest in the demised building to be assigned, conveyed or parted with to any person or persons whatsoever, nor shall the LESSEE permit the demised building or any part thereof to be occupied by any party whatsoever, either on leave or license, or under any other mode, excuse or pretext without the permission of the LESSOR and that, notwithstanding anything contrary mentioned in the lease deed, any breach of the aforesaid covenant shall entitle the LESSOR to terminate the lease and demand and obtain vacant possession of the demised building.

27. The LESSOR shall permit the LESSEES sister concern in the name and style 'SOMANS GLOBAL EDUCATION PRIVATE LIMITED' to run its business in the demised building and all the terms and conditions in this lease deed shall be binding upon them.

28. The LESSOR shall hereby permit the LESSEE to carry out, at the cost of the LESSEE, any alternation or addition inside the demised building, without affecting the aesthetics of the demised building, as may be necessary for the business of the LESSEE, but any alteration, addition, and interior work done by the LESSEE shall be without damaging the structure of the demised building in anyway.

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Managing Director

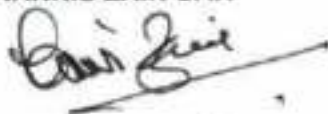
Further the LESSEE shall be entitled to put up internal ducting for air conditioning and to lay down cables, wires, etc., for computers, lighting and other equipment etc., as may be required by the LESSEE. All modifications, constructions and alterations made by the LESSEE to the demised building shall be removed by them at the time of termination of the agreement to the satisfaction of the LESSOR and the LESSEE shall give back vacant possession of the demised building in the same condition it is given to the LESSEE now. All modifications and alterations made by the LESSEE to the demised building shall be removed by the LESSEE at its cost at the time of termination of the lease deed.

29. The LESSEE shall not make any structural additions or alterations in/to the demised building without prior permission in writing from the LESSOR, subject to the conditions permitted above.

30. That the LESSEE shall maintain the demised building in good condition (fair wear and tear and damage by *Force Majeure* exempted), and on the expiry of the term of this lease or termination as mentioned herein, shall hand over the demised building directly to the LESSOR in the same condition as on the date of handing over of the possession.

31. On the expiry of the period of lease or its earlier termination, if the LESSOR demands, the LESSEE shall forthwith without any demur remove itself and all its servants, agents, articles and belongings, whether temporarily or permanently

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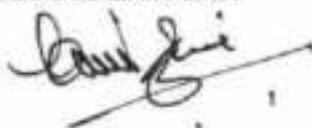


Managing Director

installed by the LESSEE, from the demised building and hand over vacant possession of the demised building and all the fittings and fixtures in the demised building to the LESSOR in the same condition in which the said premises have been let unto the LESSEE, subject to usual wear and tear, without raising any claims or conditions whatsoever, and the LESSEE agrees that the LESSEE is not entitled to hold over the demised building or any part thereof on the expiry of lease period or on its termination.

32. The LESSEE shall attend to all day to day and minor repairs including replacing fuses, fittings and fixture including leakage of water taps, etc., at its own cost, but major structural repairs such as leakages of roof, cracks in the walls, bursting or corroding of water pipes or sewerage system, etc. shall be attended to promptly by the LESSOR, who shall within reasonable time repair the same at their cost.
33. The LESSOR and his agents shall be permitted to enter the demised building for the purpose of inspection and maintenance during normal business hours and at all reasonable times without causing any hindrance or obstruction to the business of the LESSEE.
34. In the event of any portion of the leased premises being taken away/acquired for the set back or for the road widening purposes or otherwise by the statutory authorities, the LESSEE shall not be entitled to claim any compensation or any other claim whatsoever for any such action from the LESSOR.

HARRIS ZAIN SAIT



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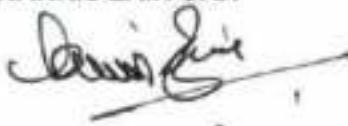
For Somans Leisure Tours (I) Pvt. Ltd



Managing Director

35. Both the LESSOR and the LESSEE shall not hold the other responsible or liable for any damage to the said premises resulting from riot, earthquake, storm, war, civil disturbances, Acts of God and other conditions over which they shall have no control. However, the LESSEE undertakes to pay rent in respect of the leased premises, even during any restrictions or lockdown imposed by the State or Central Government in view of any unforeseen situation, then the LESSEE has the option to approach the LESSOR for reduction of rent and the LESSOR shall consider the said request of the LESSEE, taking into consideration the situation and the obligations fulfilled by the LESSEE at that point in time.
36. The LESSOR shall return the security deposit to the LESSEE without interest at the time of surrendering vacant possession of the demised building after adjusting damages and statutory payment and other dues, if any, to various institutions.
37. The LESSEE shall hand over all the receipts of the statutory payments made by it, if any, to the LESSOR at the time of surrendering vacant possession.
38. The lease may be renewed for a further period at the option of the LESSOR and the LESSEE on mutually agreed terms and conditions by means of separate Lease deed/s, failing which the Lease shall stand terminated by efflux of time. In the event if either the LESSOR/LESSEE intend to renew the Lease, then the same shall be intimated 6 months in advance to the other party.

HARRIS ZAIN SAIT



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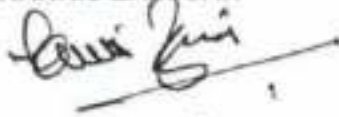
Managing Director

39. This lease deed is prepared in duplicate. The original of the lease deed will be kept by the LESSEE and the LESSOR will be entitled to the duplicate.

<b>Schedule</b>
Building bearing Door Nos. 39/1599 and 39/1603 of Kochi Municipal Corporation having an approximate area of 4000 square feet situated at the first floor of the building complex named as 'SANIYA TOWER' at Palarivattom, Kochi-682025, situated in the property having a total extent of 5.54 Ares, made up of 1.56 Ares in Survey No. 1/1-8, 1.84 Ares in Survey No. 1/5, 1.05 Ares in Survey No. 1/1-6 and 1.09 Ares in Survey No. 5/1 of Poonithura village, Kanayannur taluk, covered by Sale Deeds Nos. 2551/1981, 2552/1981 and 5109/2003, all registered at Maradu Sub Registry.

<b>Boundaries</b>
East : Royal furniture shop
North : Vasant Vihar Housing complex
West : Abhirami hotel and Vasant Vihar Housing complex
South : National Highway

HARRIS ZAIN SAIT



**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN  
alias MALVEETIL KOPPU SOMAN]

For Soman's Leisure Tours (I) Pvt. Ltd.



Managing Director

IN WITNESS WHEREOF the LESSOR and LESSEE have signed this Deed of Lease and a duplicate hereof on the day, month and year first hereinabove written.

HARRIS ZAIN SAIT  
(LESSOR)



For Somans Leisure Tours (I) Pvt. Ltd.




Managing Director


**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN alias MALVEETTIL KOPPU SOMAN]

(LESSEE)

Witnesses:

1. Mohammed Zameer   
KALUNHAL (H), ULIYANNOOR P.O., ALVA - P

2. PENTA KURIAKOSE   
Az Prabha Apartment, Vythipilly lane Azad Road Kaloor

This document is computer printed.

The names and addresses of the witnesses are written by hand. There is no other correction or interlineations.

HARRIS ZAIN SAIT  
(LESSOR)



**SOMANS LEISURE TOURS INDIA PRIVATE LIMITED**

[Represented by its Managing Directors M.K SOMAN alias MALVEETTIL KOPPU SOMAN]

(LESSEE)

For Somans Leisure Tours (I) Pvt. Ltd.



Managing Director