



U 584223

കേരളം केरल KERALA

LEASE DEED

THIS AGREEMENT OF LEAVE & LICENSE MADE AND ENTERED INTO THIS Thirty first day of 01 March 2009 between Commodore K M Nair, aged 59 years S/o Late Mr. R Kesavan Nair, at present residing at Naval Base, Kochi, (hereinafter referred to as the LESSOR, which expression shall unless excluded by or repugnant to the context be deemed to include his successors, administrators, executors and assigns) on the one part and M/s Kalypso Adventures represented by Cdr(retd) Thomas Zacharias Mundakkal, s/o Late Shri Mathew Zacharias, presently residing at A 42, Jal Vayu Towers, Panampilly Nagar, Kochi - 36 (hereinafter called the LESSEE which expression shall unless excluded by or repugnant to the context be deemed to include his successors and assigns) of the other part.

**NOW THIS DEED WITNESSETH**

1. That in consideration of the rent hereby reserved and covenants and conditions herein contained and on the part of the Lessee to be observed and performed by the Lessor, the Lessee agrees to take on lease the house situated on the premises bearing Cochin Corporation No 5197 in Ward No 39, Ground Floor, Panampilly Nagar, Kochi - 682036 together with all fixture and fittings attached thereto (hereinafter called the premises) for his use subject to the terms and conditions hereinafter provided.
2. The house would be on lease for a minimum period of 11 months from the 1<sup>st</sup> of March 2009, after expiry of which the lease may be extended.
3. The premises shall be vacated on one month's advance notice on either side, in writing. This notice can be given even during the period of lease mentioned above and not necessarily at the end of the period of lease.

*(Handwritten signatures)*

*(Stamp)*

4. That the Lessor shall allow the Lessee to possess, and enjoy quiet and peacefully the said premises during the terms of the lease without interruption from the Lessor or any person claiming to be under him.
5. That the Lessee shall pay to the Lessor for the said premises a rent of Rs. Rs 15000/- (Rupees Fifteen Thousand only), payable collectively on or before the 5<sup>th</sup> of the succeeding month to be deposited in a/c no 7175, Union Bank Panampilly Nagar.
6. That the Lessee shall pay a Security Deposit of Rs. 45,000/- (Rupees Forty Five Thousand only). This deposit may not attract any interest for the period of this agreement of lease. The said Security Deposit shall be returned by the Lessor to the Lessee on termination of this lease as mentioned in the clause 2 of this deed.
7. That the Lessee shall comply with all the Rules and Regulations of the local authorities whatsoever in the use of the said premises.
8. That the Lessee shall pay all charges in respect of Electricity and water consumed and monthly maintenance charges as applicable for the said premises during its occupation of the premises.
9. That the Lessee shall not sublet or hire out the house or any portion thereof to any third party.
10. That the Lessee shall be responsible for all damages and breakages caused to the said premises and fittings due to his negligence but shall not be liable for any damages, breakage etc, occurring due to natural wear and tear or inherent defects in the material and those due to force over which the Lessee has no control.
11. The Lessor shall at his own expenses carry out all repairs to the building and its fixtures and fittings as may be necessary from time to time and shall keep the building water and air-tight all times.
12. That the Lessee shall make no changes as will materially alter the condition of the premises. If any such additions or alterations are considered necessary by the Lessee, written permission of the Lessor shall be obtained before hand.
13. Save for the charges mentioned at pars 5 and 8 above which are to be paid direct by the Lessee, if the Lessor fails to make any payment which he is bound to make such as ground rent, property tax, etc the Lessee may at his own discretion but without being liable in this regard, make such payment with advance intimation to the Landlord and deduct it from the rent or otherwise recover it from the Lessor.
14. That in the case of any transfer or sale or other disposition of the said premises by the Lessor, the terms and conditions of the sale or transfer or disposition shall provide that this lease shall be binding on such purchaser or transfer, such sale or transfer shall in no way abrogate or detract the covenants herein contained and meant for observance by the Lessor.



15. That on the expiry of this lease, the Lessee shall handover vacant possession of the premises to the Lessor. The lessee shall hand over the said premises with all fittings and fixtures in proper order, the reasonable wear or tear excepted before leaving the premises and settle all dues in respect of the rent, water, electricity or any other dues that may be payable by the Lessee.

16. The stamp duties and registration charges payable in respect of this lease and duplicate there of if any, shall be borne and payable by the Lessor.

17. Any notice required to be served upon the Lessee shall be sufficiently served upon it if it is delivered to the occupant of the premises and to its dealing officer by registered post and acknowledgement obtained, and shall be sufficiently served upon the Lessor if delivered to him registered post and acknowledgement obtained.

18. In case the Lessee fails to pay the monthly rents within the stipulated time or commits violation of the terms and conditions stipulated therein above, the Lessor reserves the right to revoke this deed and may take such action against the Lessee for his eviction from the schedule premises for recovery of arrears of rent and damages if any.

IN WITNESS THEREOF the aforesaid parties have executed this Deed of Lease this First of January 2009.

LESSOR



Commodore (Retd) K M Nair

Date: 01 Mar 09

Witness No. 1

Signature  
Name:  
Address:  
Date:

LESSEE



Cdr (Retd) Thomas Zacharias Mundakkal

Date: 01 Mar 09

Witness No 2

Signature  
Name:  
Address:  
Date: