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CA 466911

**LEAVE AND LICENCE AGREEMENT**

This Agreement is made at Thiruvananthapuram on this 1<sup>st</sup> of April 2020 between **Mrs. Asuma Afsal Khan** (Passport No Z4764384), W/O Mr. Afsal Khan, residing at TC 67/1066(1), NNRA 55, National Nagar, Kallatumukku, Manacaud PO, Thiruvananthapuram, Kerala 695009, India. (hereinafter referred to as "**Licensor**" which term shall mean and include her legal heirs, successors, executors, legal administrators, legal representatives and assigns) of the One part;

And

**Jayasree Tarvels & Tours Company**, Post box No.5236, Pettah PO, Thiruvananthapuram 695024 represented by its Partner **Ms. Jayasree Vikraman** (Passport No J2003697) D/O K S Vikraman as the second party (hereinafter referred to as "**Licensee**" which term, unless repugnant to the context, shall mean his legal heirs, successors, executors, administrators, legal representatives and permitted assigns) of the other Part.

The Licensor and the Licensee shall hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties".

  
LICENSOR : Asuma Afsal Khan

  
LICENSEE: Jayasree Vikraman

PAGE 1/6

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കേരളം കേരള KERALA


CA 466908


WHEREAS the Licensor covenants that she is the sole and absolute owner in possession and enjoyment of all that piece and parcel of Building named like 'AN-NUR' at Survey No.1345/1 & 1345/2, bearing door No.TC 84/2248(4) on Second floor, situated Opposite KSFE Chit Fund, Enchakal, Thiruvananthapuram, Valakadavu PO 695008, more fully described in the Schedule hereunder and hereinafter referred to as the "Demised Premises".

AND WHEREAS the Licensee has approached the Licensor, after inspecting the Demised Premises, to take on rent the Demised Premises, for the functioning the office of **Jayasree Tarvels & Tours Company** business under the name and style **Jayasree Tarvels & Tours Company**, having **PAN:AACFJ9235C** and **GSTN:32AACFJ9235C2ZQ** and further the Licensee has agreed to the request of the Licensor for the grant of the lease of the Demised Premises subject to the consideration and the terms and conditions agreed and set out hereunder.

**NOW THIS AGREEMENT WITNESSETH**

- 1) That in consideration of the rents hereby reserved and, on the terms, and conditions and covenants of the lease herein Licensor hereby agrees to grant, and the Licensee hereby agrees to accept a lease of the Demised Premises.

  
LICENSOR : Asuma Afsal Khan

  
LICENSEE: Jayasree Vikraman

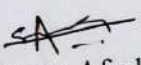
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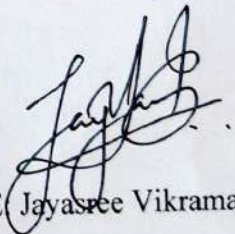
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- 2) The agreement shall be for a period of **35 (Thirty Five) months**, commencing from **1<sup>st</sup> of April 2020 till 31<sup>st</sup> March 2023** subject to the consideration and other terms and conditions mentioned herein. The Parties hereby agree that the entire 35 (Thirty-Five) months lease period shall deemed to be a lock-in-period and the Licensee shall not be entitled to terminate the Lease Agreement during this period. In the event of the Licensee terminating this Lease Agreement before the expiry of the lock-in period, for reasons not attributable to the Licensor.
- 3) The Licensee upon paying the rent as per Clause 4, of the Leave and License Agreement and performing/observing the covenants to be performed/observed by the Licensee in terms of this Agreement, the Licensee shall hold and enjoy the Demised Premises during the said lease term without any interruption by the Licensor or any other person. The lease will be renewable at the option of the Licensor on mutually agreed terms and conditions by execution of a fresh Lease Agreement. The monthly rent shall be enhanced at 10% P.A. The Licensee shall communicate its intention to renew the agreement in writing to the Licensor within 30 days prior to the expiry of initial term of lease.
- 4) An interest free Security deposit of **Rs.3,00,000/- (Rupees Three Lakhs only)** is paid to the Licensor by Licensee and the same is duly accepted. The monthly rental is fixed at **Rs.15,750/- (Rupees Fifteen Thousand Seven Hundred and fifty only)** after deducting TDS (Tax Deduction at Source) at 10%, **Rs. 14,175/- (Rupees Fourteen Thousand One Hundred and Seventy-Five only)** shall be deposited into the Bank account of Licensor maintained with HFDC Bank, A/C No: **50100141487808**. The rental charges shall be paid on First week of every English Calendar month. Introduction of any other tax on the Demised premises (except the Property tax), shall be the liability of the Licensee.
- 5) The Licensee shall pay the monthly rental regularly and shall not be in arrears of monthly rent. In the event the Licensee fails to pay the monthly rent on time, then the Licensor shall charge an interest @12% per annum for the arrears of rent.
- 6) In addition to the abovementioned rental charges, the Licensee shall be required to pay the electricity and water charges as per the consumption based on Energy meter reading. Electricity bill for common areas (lightings in the common area, bore well pump), Security (Night only), house- keeping of common areas will be strictly shared by 1/4 basis.


  
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LICENSEE (Jayasree Vikraman

7) On expiry of the lease term or on termination of the lease, the Licensee shall hand over the Demised Premises to the Licensor free from all encumbrances and clearing all dues. The Licensor upon hand over of the Demised Premises by the Licensee, the Licensor shall pay to the Licensee, interest free deposit of **Rs.3,00,000/- (Rupees Three Lakhs only)** to the Licensee **on the same day** their vacating the premises with fixtures and fittings either on termination of this Leave and Licensee Agreement or on expiry. The Licensor shall be entitled to deduct from the Security Deposit any arrears of rentals, electricity charges and the costs of any damages to the Demised Premises, subject to ordinary wear and tear.

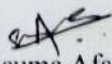
8) The Lessee hereby covenants with the Lessor as follows:

- i. The Licensee agrees to pay the monthly rent, electricity and water charges regularly. In the event the Licensee fails to pay such amount in time and make arrears, even after the written notice by the concerned department, then the Licensor may deduct the said amounts from the Security Deposit.
- ii. To use the Demised Premises solely for the business activities of the Licensee as mentioned hereinabove and not for any other purpose involving the use of any deleterious process or involving the stocking of heavy goods which are likely to cause damage to the building. Further the Licensee agrees that the Demised Premises shall not be used to carry on any offensive trade, any activity prohibited by law and shall not use the Demised Premises for residential purposes.
- iii. The Licensor agrees that in case of any installation of signage board by the Licensee, the same shall be put up only after verbal communication with the Licensor and installed only at the Front portion of the Demised Premises. In case of any taxes, fees, levies, etc., is imposed by the appropriate authority for the installation of the signage board, the same shall be borne and paid by the Licensee.
- iv. That the Licensee shall not make any structural or other alterations to the Demised Premises without the prior written consent of the Licensor. The Licensee shall maintain the Demised Premises and all its fittings, etc., if any, in good condition, failing which the Licensee shall be liable for repair/restoration to the original condition except for normal wear and tear.

  
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LICENSEE: Jayasree Vikraman


- v. The Licensor shall, upon giving reasonable notice to the Licensee in writing, at anytime may enter upon the Demised Premises to view and inspect the condition thereof.
- vi. The Licensor shall, at all times during the said pendency of the lease, keep the Demised Premises in good repair and condition and shall maintain the Demised Premises in a peaceful manner. The Licensee shall, at the termination of the lease, surrender the Demised Premises to the Licensor or her agents in the same condition as it were at the commencement of the lease, subject to normal wear and tear.
- 9) The Agreement shall stand terminated on the expiry of this Lease Agreement, unless renewed by the Parties in writing. It is mutually agreed between the Parties that in case of any breach of the terms and conditions contained herein by the Licensee, including any delay in payment of monthly rent, the Licensor shall intimate in writing regarding such breach and give one (1) month notice to the Licensee to rectify the said breach. In case the said breach is not rectified by the Licensee within the one (1) month period or such other period, as the Licensor may decide, then the Licensor shall have the right to terminate this Lease and License Agreement with immediate effect.
- 10) The Agreement shall stand terminated on the expiry of this Lease Agreement, unless renewed by the Parties in writing. It is mutually agreed between the Parties that in case of any breach of the terms and conditions contained herein by the Licensee, including any delay in payment of monthly rent, the Licensor shall intimate in writing regarding such breach and give one (1) month notice to the Licensee to rectify the said breach. In case the said breach is not rectified by the Licensee within the one (1) month period or such other period, as the Licensor may decide, then the Licensor shall have the right to terminate this Lease and License Agreement with immediate effect.
- 11) Any notice required to be served by the Parties should be served by registered post with acknowledgement due (RPAD) to the address mentioned in the recitals hereinabove. Any change in the permanent address of either party shall be duly intimated in writing to the other party.

  
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LICENSEE: Jayasree Vikraman

- 12) In the event of sale or transfer of the Demised Premises by the Lessor during the pendency of this Lease Agreement, the same shall be subject to Adjournment of tenancy.
- 13) All charges towards stamp duty and registration of this Leave and License Agreement shall be borne and payable by the Licensee.
- 14) The Original Leave and License Agreement is kept with the Licensor and the Photostat Copy by the Licensee.
- 15) This Agreement shall be governed by the laws of India and any dispute arising out of this Leave and Licence Agreement will be subject to the jurisdiction of the courts at Thiruvandhapuram.

  
LICENSOR : Asuma Afsal Khan

  
LICENSEE: Jayasree Vikrama

**SCHEDULE: DEMISED PREMISES**

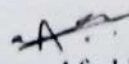
All that piece and parcel of the demised premises 'AN-NUR' at Survey No.1345/1 & 1345/2, bearing door No.TC 84/2248(4) on Second floor, situated Opposite KSFE Chit Fund, Enchakal, Thiruvananthapuram, Valakadavu PO 695008.

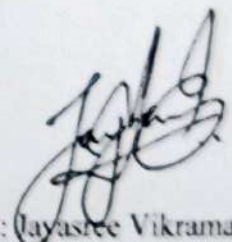
IN WITNESSESS WHEREOF the Parties hereto have executed this Agreement and a duplicate hereof, at Trivandrum, on the day, month and year aforementioned.

Witnesses:

1.

2.

  
LICENSOR : Asuma Afsal Khan

  
LICENSEE: Jayasree Vikrama

**DTP printed, No correction or interlineations between line.**