



കേരളം കേരल KERALA

DV 735685

THIS DEED OF LICENCE made on this 5<sup>th</sup> day of January Two Thousand Twenty Three (05.01.2023) between KERALA STATE SMALL INDUSTRIES ASSOCIATION ,KSSIA) 11/673A, HMT Industrial Area, HMT Colony P.O., Kalamassery - 683503 (Hereinafter Referred to as LICENSOR which expression shall unless excluded by or repugnant to the context or meaning thereof to be deemed to include its successors) represented by The State President KSSIA, Mr.A.Nizarudeen Son of M.Aliyarukunju, aged 55 years, residing at 'NAZ', Chenthapoor, Decent Jn P.O., Thrikkovilvattom, Kollam - 691577 Aadhar Card No 985591699698 and M/s Holmarc Opto-Mechatronics Ltd for undertaking MANUFACTURING START UP -IoT and AI based on Fresh Fruit Juice Vending Machines represented by its Managing Director Mr.Jolly Cyriac, aged 58 years, S/o C.L.Cyriac, residing at Kakkattuchira House, Friends Valley, House NO 637/G, Thrikkakara P.O., Kochi - 682021 (Hereinafter referred as LICENSEE which expression shall unless excluded by or repugnant to the context or meaning thereof to be deemed to include its successors).

LICENSOR

LICENSEE

No : 58679 Date 16 12 2022

Value of Rs. 100/-

Sold To.....  
JAYAKUMAR G.  
Stamp Vendor  
High Court of Kerala  
Ernakulam

HOLMARC OPTO-MECHATRONICS LTD.  
87- HMT Industrial Estate  
HMT P.O., Kalamassery  
Ernakulam, Kerala - 683 503





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WHEREAS the Licensor is the absolute owner and in exclusive possession in premises in building NO 11/673, HMT Industrial Estate, Kalamassery more particularly described in the schedule hereunder.

WHEREAS the Licensee approached the Licensor for permission to use the building mentioned and described in the Schedule hereto for a period of eleven months from the date of signing of this agreement for conducting business, **MANUFACTURING START UP -IoT (Internet of Things) and AI (Artificial Intelligent) based on Fresh Fruit Juice Vending Machines** which the Licensor has agreed to grant reserving for himself the actual possession, care, maintenance and other services to property and on the basis of leave and license only. Now it is hereby expressly agreed and declared by and between the parties herein as follows:

LICENSOR

LICENSEE

No 586.80 ..... Date 16.12.2022

Value of Rs. 100/-

Sold To.....  
JAYAKUMAR G.  
Stamp Vendor  
High Court Of Kerala  
Ernakulam

HOLMARC OPTO-MECHATRONICS LTD.  
B7 - HMT Industrial Estate  
HMT P.O., Kalamassery  
Ernakulam, Kerala - 683 503



(3)

1. This writing shall never be construed as any tenancy agreement or lease nor otherwise creating any other right absolute possession or interest in the property in favour of the Licensee and is merely a License Agreement or arrangement simply to allow the licensee to enter and use the premises under the control and supervision of the Licensor.

2. The Licensee shall in consideration of such permission here under provided fixed a sum of Rs. 1,15,157 (Rupees One Lakh Fifteen Thousand One hundred Fifty Seven only) + GST as MONTHLY LICENSE FEES for using the premises and as charges for amenities provided in the entire building per month which shall be payable to the Licensor or to their duly authorized agent or staff on the 1<sup>st</sup> day of every succeeding calendar month without any delay or default. The License fee and GST is applicable for the charges for amenities provided in the building.

3. The Licensee shall have a security deposit for such payments and observance of covenants hereunder contained kept with the licensor a sum of Rs. 4,00,000- (Rupees four lakhs only) which shall be returned without interest on revocation of license and surrender of the right of permission of the premises subject to deduction of arrears of license fees or towards unpaid electrical bills, Water charges etc., and also towards losses or damages caused by the licensee if any.

4. The Licensor shall install a separate electrical meter to determine the electricity consumed and the licensee shall pay the electrical charges in due time without delay. The water charges for water connection if installed separately to the licensed premises shall be paid by the licensee in due time.

5. The Licensee is hereby granted permission to use the licensed premises for a period of 11 months from 05<sup>th</sup> January 2023 and shall vacate the licensed premises to the licensor on the expiry of the said period and if the licensor and Licensee agree to extend the period further, the Licensee hereby agrees to pay Rs 1,26,673/- (Rupees One lakh twenty six thousand six hundred and seventy three only) + GST as License Fee and charges towards amenities per month.

  
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6. That the tenancy month shall be the English calendar month, in any event if the period of tenancy month happens to be 15 days or less than 15 days half a month license fee shall be paid and if the period of license happens to be more than half a month but less than one month, one month license fee shall be paid and monthly license fee shall be due on the last day of every English Calendar month, and it shall be paid by the licensee in time. In case of default, the Licensee shall pay , interest of 18% per annum on the arrears of license fee and on other dues for the defaulted period and shall also pay damages if any caused to the LICENSOR.

7. THAT THE tenancy can be terminated by the Licensee or by the Licensor by 3 months advance notice and if the said premises is surrendered by the Licensee without the stipulated notice, the Licensee shall also pay one month's License fee from the notice period.

8. That, if the Licensee fails to pay the License fee for 3 months, the licensor has the right to terminate the tenancy of the Premises with immediate effect without any advance notice.

9. The Licensee shall not use the premises for any purpose other than Conducting business of **MANUFACTURING START UP -IoT (Internet of Things) and AI (Artificial Intelligent)** based on Fresh Fruit Juice Vending Machines

10. The Licensee shall have no right to effect any repairs, alterations of additions to the premises except to make interior decorations which he shall remove at his own costs at the time of surrender of the premises or expiry of the licensee hereby granted or on earlier revocation thereon.

11. The Licensee shall not use the premises for keeping Alcoholic materials, explosives, fertilizers or other materials, which may cause corrosion and damages to the premises.

12. That the Licensee shall keep the said premises in as good condition as is at the time of taking on the license, subject to natural wear and tear and damage if any caused to the said premises by the Licensee or persons under or through him shall be paid by the Licensee.

  
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13. The Licensee shall not use any materials, apparatus machines generators etc., which may cause sound and air pollution so as to cause nuisances and hindrances to others and the building in common.

14. The Licensee shall display his logo, name board etc., only on the space provided by the licensor in the common space.

15. The Licensee shall neither transfer their right nor sub-let the licensed premises or any part thereof to anybody without the written consent of the licensor.

16. In case of any breach or violation of the terms and covenants of this License Deed by the Licensee, the licensor shall have the right to terminate the License at any time and the licensee shall be held liable for such loss and damages incurred by the licensee

17. The licensee shall be responsible for coverage under Provident Fund and or ESI act and schemes framed there under in respect of the employees employed by the licensee if required.

18. This Deed of License shall be executed in duplicate in requisite stamp paper; the original shall be kept by the Licensor and the duplicate copy thereof by the Licensee. All expenses in respect of this Deed shall be borne by the Licensee.

19. The Licensor is entitled to make any alteration, additions etc., in the common area of the scheduled building as and when necessary, the Licensee cannot raise any objections for such alterations and additions proposed to be made for the licensor in future.

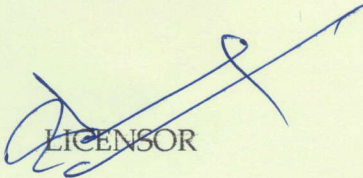
20. The Licensor shall not be liable for any calamities coming with purview of vismajor.

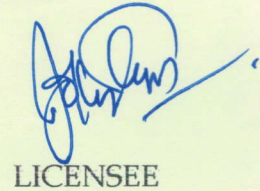
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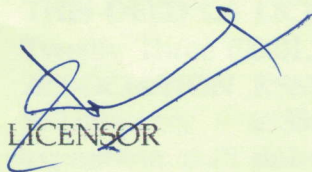
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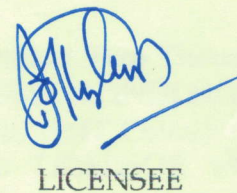
DESCRIPTION : Ground floor room admeasuring 5222.5 sq fts. area is the Ground Floor or building belonging to the Licensor Situated in HMT Industrial Estate, Kalamassery.

  
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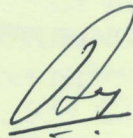
IN WITNESS whereof these present have signed by the Licensee Mr Jolly Cyriac above and on the day, month and year first above written.

  
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LICENSEE

WITNESSES

1. BIJU P.B.  
KSSIA, KALAMASSERY



2. GIRISH P.C.  
HOLMARC OPTO-MECHATRONICS LTD

