



കേരളം KERALA

LICENSE DEED

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THIS DEED OF LICENSE is executed at Thiruvananthapuram on this the 28th day of March, 2022 by Santhi Bhavan Society, a society registered under T.C Literary Scientific Charitable Societies Registration Act, 1955 Bearing No. ER 47/96 and having Registered Office at Asokapuram, Kannothe, Thrissur, (PAN ABNA 50126Q) represented by its Chief Executive Officer **Mr. Joy K.T.**, S/o. Thomas K. V, aged 46 years, residing at Koothur, Vellattukar, Kanmoth Road, Nattakallu, Venkitigu, Choornikkara Village, Asokapuram P.O, (Pin. 683101) hereinafter referred to as **"THE LICENSEE"**, (which expression shall where ever the context so permits, mean and includes its governing body, successors in office, heirs, executors and attorneys) in favour of **Dr. P.S Taha (PAN AIBPT3693H)** Chairman, PMS College of Dental Sciences and Research, Golden Hills, Vattappara, Thiruvananthapuram aged 70 years, Medical Practitioner, S/o. Shahul Hameed, residing at Salim Manzil, T.C 3/1043, Sri Nagar Lane, Paruthippara, Pattom Village, Trivandrum Taluk, Muttada P.O, (Pin - 695025) Trivandrum hereinafter referred to as **'THE LICENSOR'** (which expression shall where ever the context so permits, mean and include his heirs, successors, attorneys and assignees)

WHEREAS the Licensor is the absolute owner in possession of land and a 3 storied building in Vattappara, Trivandrum in Survey No. 560/9-1, and bearing Door No. VP 13/80 in Vattappara Panchayat, Vattappara Village and Nedumangad Taluk and decided to temporarily License a portion of it for



N. BALAKRISHNAN NAIR
Vendor, Vanchiyoor
Thiruvananthapuram

15/3/22
NR1
12 JAN 2022



conducting a palliative care unit and general medical hospital attached to the College of Dental Science and Research excluding the training room in the ground floor admeasuring to 10727 square feet and a portion of the 1st floor having a plinth area of 6400 square feet morefully described in the scheduled hereunder and shown in the site plan highlighted with Orange colour for reciprocal benefit.

WHEREAS the Licensee is desirous of taking temporarily on licensee basis, the above i.e. the ground floor admeasuring to 10727 square feet excluding the training room and a portion of the 1st floor of the building having a plinth area totaling to 6400 Square feet morefully shown in the schedule of property and site plan attached hereto exclusively for conducting and extending their palliative care unit and general medical hospital attached to the PMS Dental College and Research together with all the furniture, lifts and common area including ramps, corridors, staircase and reduced the terms of license as follows:-

NOW THIS DEED WITNESSETH:-

1. The term of this License shall be only for 11 months with effect from 28th March 2022 and non transferable.
2. The License shall be to use the schedule premises only for above purpose of the Licensee, and they shall not use the premises for any other purposes including residential purposes and / or for any illegal business / commerce or any other activity which is prohibited by law or against their object / public policy. The Licensee shall use the premises for the purpose mentioned above only after obtaining all necessary / mandatory permissions, sanctions and licenses from such authority / government if required.
3. Considering the object, purpose and reasoning agreed by the parties herein in their discussion it was mutually agreed that a concessional / notional license will be at free of cost, ie the licensee need not pay any license fee/ rent to the licensor during this period of agreement.
4. The License Agreement shall be prepared in stamp paper of Rs. 500/- only at the instance of the licensee. The Licensee further admits, a firm, confirm, and undertakes that If there is any proceedings to get this deed duly stamped and registered and Impounding any court or revenue or district administration the licensee shall pay the entire cost of stamp duty,



[Handwritten signature]

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registration fees, fines or penalties even if it is invoked, initiated or insisted by the Licensor.

5. The Licensee shall pay promptly the energy charges (Consumer No. 1345180003991) on the basis of consumption to the Kerala State Electricity Board from the date of this agreement onwards at the rates fixed by K.S.E.B from time to time and shall also pay the additional levy if any for the increase of the charges / consumption / additional load together with additional cash deposit etc. in case of demand from KSEB and produce receipt evidencing the payment in time. Any delay in payment / nonpayment shall be at the risk of Licensee, and arrears found due shall be recovered from Licensee.
6. The Licensee shall pay proportionate water charges / power charges for pumping water consumed by them. In case of default in payment of water and power charges the Licensor has the right to revoke the License without further notice, and Licensor shall have right to recover it with interest from Licensee.
7. The Licensee has paid an amount of Rs. 1,00,000/- (Rupees One Lakhs Only) interest free refundable security deposit towards the License fee to the Licensor which the Licensor acknowledges the receipt and the licensor hereby agrees to refund the same to the licensee at the time of termination / determination / expiry of this agreement after deducting the amount if any due to loss or damages, arrears of rent, water charges or power charges or such other dues, only on vacating the premises and surrendering the keys of the premises to the Licensor.
8. The Licensor shall have option to terminate the License at any time during the period of this agreement by giving three months notice to the Licensee for any bonafide requirement of the licensor even without disclosing such requirements. Similarly the licensee also can terminate the place at any time during the period of this agreement or such extended period by giving 3 months notice or license fee in lieu of the notice period.
9. The Licensee agrees and under takes that, they shall not sublet / underlet in full or any portion of the building or transfer any rights under this license to any persons or permit any strangers or third parties to occupy / use the premises under any arrangement or privilege. Any violation of this clause



shall give right to the licensor to terminate / revoke the license without giving any notice period for eviction.

10. The licensee further agrees that he shall not make any alterations, additions, constructions, modifications to schedule premises of a permanent / temporary character for the activities at his cost and risk, with the prior written permission from the licensor.
11. Any damages / repairs caused to the schedule building / fittings shall be paid / made good by the Licensee at his cost.
12. The License shall use the ground floor area licensed to them exclusively for the purpose of palliative care unit and the area licensed to them in the first floor shall be exclusively used for general medical hospital.
13. The Licensee shall vacate the premises and hand over the peaceful possession and keys to the Licensor without any objection / delay, immediately on expiry of the term of License or on termination of License by the Licensor.
14. The Licensee shall keep the building and the surroundings very clean and tenantable condition and shall not cause any nuisance / disturbance / obstruction or inconvenience to any neighbors, owner, occupiers, or their customers of the neighboring premises including the other portion of the schedule premises. The licensee shall also manage the waste disposal as per the directions of Pollution Control Board and Local Authority / Panchayath.
15. The Licensee shall pay the entire cost of stamp duty; registration charges and expenses required for registration of this agreement at any time even if the same is required for / insisted by, the Licensor.
16. The Licensee shall also pay such charges, taxes, fees, fines, levies or demands from any statutory authorities including service tax if any and the licensor shall pay only the property tax to the local authority and village office.
17. The Licensee shall not transfer or mortgage any rights derived by them as per this License agreement under any circumstances. In case the licensee avails of any borrowings from financial institutions or banks the schedule premises shall not have any bearing on such borrowings.
18. The Licensee has impressed the Licensor that they are carrying out their activities purely on charitable basis for the settlement and rehabilitation of



senior citizens / disabled persons / destitute and such un privilege persons and hence the arrangement is made keeping the said spirit and intension. However Licensor reserves his right to revoke relinquish or withdraw this arrangement in future without assigning in any reason at his sole discretion.

19. The Licensee shall not use the parking areas ear marked for persons or purposes in the campus for their use. They shall keep the premises clean and hygienic. They shall not cause any obstruction or nuisance to the occupants of other parts of the building or other buildings standing in the campus. However the common area and facilities available in the common areas can be used by the Licensee or their beneficiaries with written consent from the Licensor.
20. The Licensor has given the original / duplicate keys of the schedule premises i.e. portion of the building bearing VP 13/80 along with the copy of this license agreement to the licensee.
21. The Licensee shall install a name board in any portion of the schedule premises licensed to them with permission given by Licensor and the board shall be of a size of 10 ft x 2 ft and shall not protrude or abut on the other portion of the premises.
22. The Licensee declares that they are running their activities under the society registered and within the objects defined in their bye laws and shall not deviate, flout or alter the same and carry out the activities on charitable basis and also under the guidance of the Licensor. In case the Licensor is satisfied that the Licensee has violated this term, he has the right to terminate the license given without assigning even without any reasons and proof of record.
23. The Licensor, his other tenants, agents, occupants and users of the first and second floor of the 3 storied building shall have absolute right to use the lift, ramp, corridor and staircase of the building leading to the first and second floor and the use shall not be objected or obstructed by the licensee or his agents or employees under any circumstances. However the cost, control and maintenance cost including the AMC for the running of the lift shall be paid by Licensee.
24. Any notice to any parties shall be in writing and send and delivered to their respective addresses as mentioned herein above, by registered post



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and shall give time for due diligence or compliance at least for a period 14 days.

25. Any disputes or differences arising out of the parties herein in respect of the arrangement entered into herein shall be settled and resolved amicably and in case all such efforts failed, it shall be settled through the courts of Trivandrum City alone.

26. The Licensee shall have consultation and discussion with the Licensor regarding the activities of the licensee and shall have a fair and reasonable consensus between them to have a conducive relation between them.

In witness where of the Licensee has put his signature on the day, month and year

written above in the presence of witness.

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LICENSEE

SCHEDULE PREMISES ABOVE REFERRED TO

10727 square feet of built up area on the ground floor excluding the training room and a portion of the first floor admeasuring to 6400 Square feet of the building bearing door no. VP 13/80 in 32 Ward in Vattappara Panchayat, Vattappara Village , Trivandrum together with right to use Power Connection No. 1345180003991 and Water Connection No. NDD/9481N standing in Survey No. 560/9-1 in Vattappara Village owned by the Licensor morefully shown in the site plan shown in red colour hereto, together with right to use the ramp, corridor, staircase and others common areas along with the other users occupants or beneficiaries and the lift installed in the premises, with the obligation of its maintenance, upkeep and annual maintenance cost to be borne by the Licensee.


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Witness:-

1)

2)


LICENSEE

