



കേരളം കേരള KERALA

24AA 100389

AND

Kuriakose Elias Service Society (KESS), a society registered under The Societies Registration Act, 1955, having registered address at KESS Bhaven, Naickanal, Thrissur, Kerala, India 680001, is represented by its Secretary Fr. Ginto Chirayath CMI, (hereinafter referred to as "KESS").

WHEREAS KESS is the lawful owner of the building situated at Building No- 35/5161, KESS Bhavan, Naickanal, Thrissur, Kerala 68000 (hereinafter referred to as "KESS BHAVAN");

*[Handwritten Signature]*  
No. 38055 Value 1000

*[Handwritten Signature]*  
12-11-24  
No. 3 Dist. Court Vendo.  
Leena Thekkekkara TCE

*[Circular Stamp: KURIAKOSE ELIAS S. SERVICE SOCIETY TRICHUR]*

*[Handwritten Signature]*

*[Circular Stamp: KERALA INSTITUTE OF MEDICAL SCIENCES]*

*[Handwritten Signature]*  
Anala Cancer Hospital Society  
Anala Nagar

*[Circular Stamp: DIST. TREASURY STAMP DEPT. 11 NOV 2024 THRISUR]*

AMALA is desirous of installing an advertisement board on the rooftop of the  
referred KESS BHAVAN.

AMALA and KESS shall hereinafter be collectively referred to as the Parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. PERMISSION TO DISPLAY

KESS grants permission to AMALA to install and display an advertisement board on the rooftop of KESS BHAVAN.

2. DURATION

This agreement shall be valid for a period of 5 (five) years from the Effective Date of this agreement, subject to renewal every 11 (eleven) months by mutual consent of both the Parties.

3. INSTALLATION COSTS

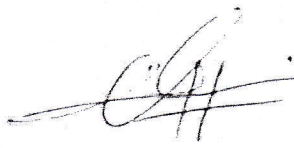
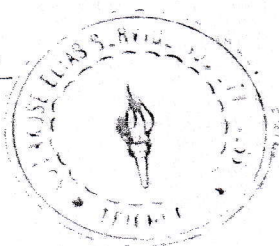
All costs relating to the fabrication, installation, maintenance of the advertisement board shall be solely borne by AMALA (hereinafter referred to as "installation costs"), however it is agreed that KESS shall contribute a fixed amount of 150000/- (One Lakh Fifty Thousand) Indian Rupees only towards the total installation costs.

4. RENT

AMALA shall pay to KESS a fixed monthly rent of 25,000/- (Twenty-five thousand) Indian Rupees only excluding GST, which shall be payable on or before the 10th day of each month against the invoice raised by KESS, by electronic transfer or other mutually agreed mode. Every year there shall be a 5% increase in the fixed monthly rent.

5. PERMISSIONS AND LEGAL COMPLIANCE

AMALA shall be solely responsible for obtaining all necessary Governmental, Corporation, and other statutory permissions, clearances, and approvals required, compliance with all applicable laws and building regulations, for the installation and display of the Advertisement Board. AMALA shall pay all the fees required for this at actuals.





ACCESS AND COOPERATION  
KESS shall allow access to KESS BHAVAN's rooftop and other relevant parts of the premises during the working hours to AMALA and its authorized personnel for the purpose of installation, inspection, maintenance, or removal of the Board, subject to prior notice and coordination.

7. LIABILITY

AMALA shall be liable for any damage, injury, or loss caused to any third party or KESS BHAVAN due to the installation or removal of the Board.  
KESS shall be liable for any damage, loss or destruction caused to the advertisement board due to any act, omission or negligence on the part of KESS or third party under their control.

In such cases, each party shall be liable to compensate the aggrieved party for the cost of damages. However, both the parties shall not be held liable for any damage caused to the advertisement board or the building due to force majeure events, including but not limited to earthquakes, storms or any other unforeseen events beyond reasonable control.

8. ELECTRICITY CHARGES

AMALA shall pay Electricity charges based on actual consumption.

9. INSURANCE

AMALA shall, at its own cost, obtain and maintain a valid insurance policy covering the advertisement board against all risks, including but not limited to third party bodily injuries and property damage in connection with advertisement board.

10. TERMINATION

Either party may terminate this Agreement by giving 3 month prior written notice. AMALA shall ensure no damage is caused to the KESS BHAVAN.

Upon expiry or termination of this Agreement, AMALA shall handover the structure and Advertisement board to KESS.


... KESS terminates this agreement before the agreed duration (5 years) by probable cause, then KESS shall be liable to compensate AMALA for all adjusted installation costs and other losses or damages incurred to AMALA as a result of this early termination.

**11. DISPUTE RESOLUTION**

In the event of any dispute between the parties in respect of any rights or liabilities arising out of this agreement, the same shall be referred to a sole Arbitrator appointed by mutual consent and the proceedings shall be conducted in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996. Both Parties agree to submit to the exclusive jurisdiction of the courts in Thrissur.



**12. GOVERNING LAW**

This agreement shall be governed by and construed according to the prevailing laws of Kerala. Both Parties agree to submit to the exclusive jurisdiction of the courts in Thrissur. IN WITNESS WHEREOF, the parties have duly signed this Agreement before the witness mentioned hereunder.

**Amala Institute of Medical Science**  
Represented by Joint Director Fr. Deljo Puthur CMI

**Kuriakose Elias Service Society (KESS)**  
Represented by Secretary Fr. Ginto Chirayath CMI

**Witnesses:**

1. Borjov delins 
2.  Adv. P. J. J.

