

**FATHIMA MUFLIHA RASHEED.**

Attorney-at- Law, Notary Public &  
Commissioner for Oaths,  
No.7, Colombo Street,  
Kandy.

081-2234100 Mobile : 0777844788  
fmrasheed2015@gmail.com

**F.M. Rasheed**  
Attorney-at-Law, Notary Public &  
Commissioner for Oaths  
No. 7, Colombo Street,  
Kandy.

Notary's Code No : R - 24, 8/4/36/10716  
Notary's Registration No : 7607  
Notary's Judicial Province : Kandy  
Office handing over Duplicates : Kandy  
Local Authority in which the Land  
is situated : Kandy

Period - 02 Years  
Term - 01<sup>st</sup> January 2025 to 31<sup>st</sup> December 2026  
Total Consideration - Rs. 454,608/=  
Prior Registration - A 701/131

A 862/128, 129 **LEASE AGREEMENT**

25.01.23 *recd*

No. 2860

Pharmacy.  
Athula + Indrani

**THIS INDENTURE OF LEASE** made and entered into at Kandy on **Eleventh (11<sup>th</sup>) day of January Two Thousand and Twenty Five (2025)** by and between

**[1] CONDAGAMAGE RUCHITH GERARD FERNANDO** (holder of NIC No. 791861586V) of No. 109, Lady McCallum's Drive, Kandy and

**[2] SHEHARA MYSTICA LIYANAGE** (holder of NIC No. 895330078V) of No. 177, Weluwana Road, Colombo 09 in the District of Colombo, Western Province in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the **Lessors** which term or expression as herein used where the context so requires or admits mean and include the said [1] CONDAGAMAGE RUCHITH GERARD FERNANDO and [2] SHEHARA MYSTICA LIYANAGE their heirs, executors, administrators, successors and permitted assigns) of the **ONE PART or Party of the First Part** and,

**(1) PELAWA ATIMORATHENNE ATHULA WIJETATHNE** (holder of NIC No. 652821618V) of No. 60, Wagollawatta, Pelawa, Muruthalawa, **(2) ATTANIKITHA PATHIRANAGE INDRANI PATHIRANA** (holder of NIC No. 636410560V) of No. 73, Thlatuoya Road, Ampitiya, Kandy in the District of Kandy, Central Province in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the **Lessees** which term or expression as herein used where the context so requires or admits mean and include the said PELAWA ATIMORATHENNE ATHULA WIJETATHNE and ATTANIKITHA PATHIRANAGE INDRANI PATHIRANA their heirs, executors, administrators, successors and permitted assigns) of the **OTHER PART or Party of the Second Part**.

**WITNESSETH:-**

**WHEREAS THE PARTY OF THE FIRST PART** or the Lessors are seized and possessed of or otherwise well and sufficiently entitled to all that undivided part or portion of the building bearing Assessment No. 64/5, Yatinuwara Veediya, Kandy morefully described in the **First Schedule** hereto.

**AND WHEREAS THE PARTY OF THE FIRST PART** has agreed to let and the **PARTY OF THE SECOND PART** to take on Lease the undivided Premises bearing Assessment No. 64/5, Yatinuwara Veediya, Kandy morefully described in the **First Schedule (herein after referred as the demised premises)** hereunder and hereto, for the use to carry on the Business under the name of **City Medicals** for a period of **02 Years** (herein after referred to as "the said Period") commencing from **01<sup>st</sup> January 2025 to 31<sup>st</sup> December 2026**.

That in consideration of the rents and covenants hereinafter contained and on the part of the said Lessees to be done, observed and performed the said Lessors do hereby let lease and demise unto the said Lessees all that undivided Premises fully described in the First schedule hereunder set forth for a period of Two (02) Years subject to the terms, conditions and stipulations contained in these presents unless sooner determination due to failure on the part of the Lessees to carry out or otherwise fulfill its obligations set out hereafter.

**TO HOLD** the demised premises unto the Lessees for and during the term of Two (02) Years commencing from the 01<sup>st</sup> January 2025 and ending on 31<sup>st</sup> December 2026 paying therefore unto the Lessors a sum of **RUPEES FOUR HUNDRED AND FIFTY FOUR THOUSAND SIX HUNDRED AND EIGHT (Rs.454,608/=)** of lawful money of Sri Lanka calculated at the rate of **Rupees Eighteen Thousand Four Hundred Eighty (Rs. 18,480/-)** per month for the said First Year and **Rupees Nineteen Thousand Four Hundred and Four (Rs. 19,404/-)** per month for the said Second Year per month for the said period as described in the Second Schedule hereto.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said agreement and in consideration of the payment of a sum of **RUPEES FOUR HUNDRED AND FIFTY FOUR THOUSAND SIX HUNDRED AND EIGHT (Rs.454,608/=)** being the full Lease Rental and for the further rents herein after reserved and of the covenants and conditions herein after contained on the Part of the Lessees to be paid observed and performed the Lessor doth hereby demise and Lease unto the Lessees all that the undivided Premises described in the First Schedule hereto.

**AND the Lessees to the intent that the obligation may continue throughout the term hereby created do hereby covenant with the Lessors in the manner following that is to say that the Lessees,**

#### **PAYMENT OF RENTALS**

01. Shall pay the Lease Rentals due for the said period of Two Years (02) as described in the Second Schedule hereunder.

#### **STRUCTURAL IMPROVEMENTS AND ALTERATIONS**

02. Shall not make any structural alterations or improvements to the demised premises.

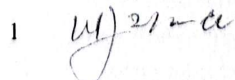
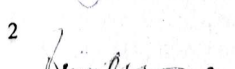
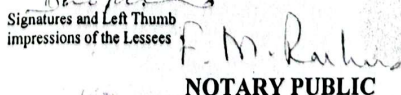
#### **RESTRICTION OF USAGE**

03. Shall use the demised premises only to Carry on Business under the name of City Medicals.
04. Shall not do, permit, or suffer to be done thereon any act or thing, which may be an annoyance, nuisance, or inconvenience, to the Lessors or to others living in close proximity.
05. Shall not use the premises for any criminal, illegal or immoral purposes as defined under the prevailing Laws of the Republic of Sri Lanka.

#### **MAINTENANCE AND GENERAL REPAIRS TO PREMISES**

06. The Lessees may at their own cost and expense effect normal decoration when it is necessary and maintain develop and up grade the demised premises and do all the necessary work and take all the necessary measures in upon or in relation to the demised premises.

1   
2   
Signatures and Left Thumb impressions of the Lessors

1   
2   
Signatures and Left Thumb impressions of the Lessees  
  
**NOTARY PUBLIC**



t of the  
ise and  
chedule  
is and  
e part

cars  
ying  
UR  
nka  
/-)  
ur  
ed

n  
t

07. Shall effect all routine repairs which shall not exceed Rs. 5000/= at any one time and general maintenance which may be required from time to time to the demised premises.
08. The Lessees shall not cause any damage to the said premises and in the event of damage so caused the Lessees shall make good such damage to the Lessors as shall be estimated by a competent Engineer whose valuation of such damage the parties agree to accept as final.
09. Shall keep the demised premises, fixtures and fittings and every part thereof in good tenable order and repair at Lessee's own cost and expense all damages caused to the demised premises, equipment and fixtures, fittings and conveniences caused by reasons of the negligence of the Lessees or their employees or occupants.
10. Shall keep the demised premises in good and habitable condition and free from waste and remnants.

#### **INDEMNIFICATION OF THE LESSORS**

11. The Lessees shall keep the Lessors at all times freed and indemnified from all prosecutions or fines which may be instituted or imposed in consequence of any breach or non performance of any laws or by-laws relating to housing sanitation or conservancy of the local or other authorities or of any other laws or by laws or resulting from the failure of the Lessees to comply with any laws or by laws relating to the erection of any buildings additions or other structures on the demised premises and/ or against any claims actions costs and demands whatsoever in connection with the same or in respect of the breach by the Lessees of any of the covenants herein contained to be observed and performed by the Lessees.
12. Whereof, failure on their behalf to maintain or keep the demised premises, the fixtures and fittings in good and tenable order and repair and condition and comply with the rules and regulations and in conformity with the By- Laws and regulations of the relevant Local Authority, the Urban Development Authority and/or any other authority shall keep the Lessors freed and indemnified from all prosecutions, fines and Penalties and pay all fines and penalties which may be imposed in consequence of a breach or non compliance with such laws, by laws rules and regulations.

#### **PERMISSION FOR VISITS**

13. Shall permit the Lessors, their Agents or any other authorised persons once a month in writing by the Lessors with or without workmen at all reasonable times during the day upon giving to the Lessees sufficient prior notice to enter upon the demised premises to view and inspect the state and condition and/or effect any repairs.

#### **RESTRICTIONS ON SUB LETTING OR SUB LEASING**

14. Shall not assign, sub-let or sub Lease or part with the possession of the demised premises.
15. Shall be entitled to employ their own staff to carry on the said Business and all such members of the staff shall be deemed to be agents of the said Lessees.
16. Shall not permit any partner or any other person or any staff member in the aforesaid Business to have any right or lease hold rights whatsoever to the Demised Premises.

#### **SETTLEMENT OF DUES FOR CONVENIENCES**

17. Shall pay and settle all charges and costs for **Electricity** used or consumed in the demised premises. The Lessees shall settle the bills and forward the copies of the receipts to the Lessors.
18. Shall pay **Water** charges to the relevant authorities without any default and forward the receipts to the Lessors.

19. Shall pay all License Fees, Taxes and other impositions that may be charged in <sup>re</sup> of the said Business.

#### **SURRENDER OF POSSESSION TO THE LESSORS**

20. Shall subject as hereinafter provided at the expiration or sooner determination of the said term hereby peacefully and quietly surrender and deliver the vacant possession of the demised premises to the Lessors in good and tenantable order and condition (reasonable fair wear and tear accepted immediately).
21. Shall in the event of failure to surrender the possession as described above in Clause 20 or after termination of the Lease for nonpayment of due Lease Rentals or as set out in any Clause of this agreement the Lessees shall be liable to pay unto the Lessors by way of liquidated damages not amounting to a penalty, Rupees Two Thousand (Rs. 2000/=) per day till possession is yielded.

**And this Indenture further witnesseth that the Lessors doth hereby covenant warrant and represent with and unto the Lessees as follows;**

#### **SETTLEMENT OF OUTSTANDING DUES**

22. To pay and discharge all existing and future rates and taxes and Assessment rates assessed charges imposed or payable in respect of the demised premises to the Local Authority;
23. To permit the Lessees to affix and exhibit in or outside the demised premises name boards and other advertising matters with the permission of the Relevant Local Authority at their own expense.


#### **TITLE OF THE LESSORS**

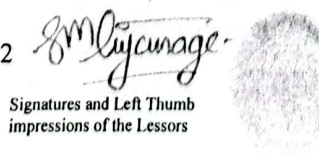
24. That the Lessors have good Legal and full right title to let and Lease the demised premises unto the Lessees in the manner aforesaid;
25. That the demised premises are at all times during the continuance of this Lease fit for use as a Business Premises;
26. That the Lessees paying the rent hereby reserved in the manner aforesaid and conditions herein contained and on the Lessee's part to be observed and performed shall and may peacefully and quietly hold and possess and enjoy the demised premises during the said term without any interruption from or by the Lessors or any persons lawfully claiming through or under the Lessors or any person whomsoever lawfully claiming under or in trust for it.

**Provided always and it is hereby mutually expressed and agreed between the parties as follows:**

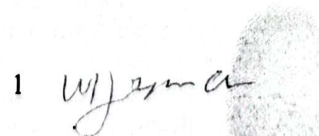
#### **APPLICATION OF RENT ACT**

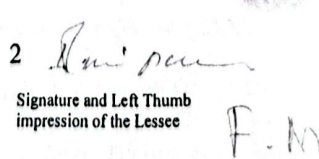
27. It is agreed by the Lessees that the demised premises or this lease is not covered by the Rent act No.7 of 1972 and its amendments

1 

2 

Signatures and Left Thumb impressions of the Lessors

1 

2 

Signature and Left Thumb impression of the Lessee

**NOTARY PUBLIC**



### **POSSESSION UNDER PRIMARY COURT ACT**

28. For all proceedings under Section 66 or any other Section of the Primary Court Act the possession shall be construed to be vested in the Lessors and the Lessees deemed to be their agent. Lessees further hereby agree and abide that the Lessors have the right to claim the possession under the said act from the Lessees or from their heirs, executors, administrators, successors and permitted assigns.
29. That in the event of any notice, demand or request required to be given, made or served under this Lease in writing shall deemed to have been duly served to the Lessors at the above mentioned address and to the Lessees to the address of the demised premises or to any such address as may be notified to the other party in writing.

### **TERMINATION OF LEASE**

30. This Lease shall be considered as expired and shall stand terminated
  - (a) after the expiration of the said term of **02 years**.
  - (b) on conviction for a criminal or immoral offence involving or done on the premises hereby leased under the prevailing laws in the said Republic.
  - (c) on the event of failure on the Part of the Lessees to honour or fulfill any of the covenants under this indenture of Lease.
  - (d) terminated by any party before the expiry of the agreed period of 24 months by giving 3 months prior notice to the other party.
31. That in such event of termination due to conditions as set in **Clause 30** and failure of the Lessees to surrender immediately the vacant possession of the building to the Lessors the Lessees shall pay to the Lessors Liquidated damages not amounting to a penalty as mention in **Clause 20** of this agreement.

### **SURRENDER OF POSSESSION**

32. At the expiration or sooner determination of the terms mentioned herein the Lessees and their agent aforesaid shall quit and vacate the said demised premises and shall peaceably and quietly surrender and yield up vacant possession of the Demised Premised to the Lessors.

### **LEGAL FEES**

33. All costs and expenses in connection with this Lease agreement shall be borne and paid by the parties hereto in equal shares.

### **THE FIRST SCHEDULE ABOVE REFERRED TO:-**

1. All that undivided part or portion of the Building bearing Assessment No. 64/5, Yatinuawara, Kandy lying on all that allotment of land depicted as Lot 1 in Plan No. 942 dated 23-11-1949 made by L. S. De Silva Licensed Surveyor and filed of Record in D. C. Kandy Case No. L 2557 situated along Yatinuawara Veediya aforesaid and bounded on the **NORTH BY:-** King Street(Raja Veediya), **EAST BY:-** Back Lane, **SOUTH BY:-** live fence separating Lot 2 and on the **WEST BY:-** Brownrigg Street containing in extent **Eight Decimal Five Eight Perches [00A, 00R, 8.58P]** according to the said Plan.  
Registered in A 571/141 in the Kandy Land Registry Office.
2. All that undivided part or portion of the Building bearing Assessment No. 64/5, Yatinuawara, Kandy lying on all that allotment of Land depicted in Plan No. 3261 dated 19-06-1952 made by G. C. K. R. Misso Licensed Surveyor situated along Yatinuawara Veediya aforesaid and bounded on the **NORTH BY:-** remaining portion, **EAST BY:-** Bank Lane correctly Back Lane, **SOUTH BY:-** Brownrigg Hotel premises Nos. 24 and 25 and on the **WEST BY:-** Brownrigg Street containing in extent **Two Decimal Five Perches [00A, 00R, 2.5P]** according to the said Plan.  
Registered in A 571/142 in the Kandy Land Registry Office.

ded  
25

**Which said contiguous allotments of lands forms part and parcel of the following wit :-**

All that and those the property and premises bearing Assessment No. 62 presently Nos. 62, 64/1, 64/5, 64/6, 64/7 and 64/8, Brownrigg Street (Yatinuwara Veediya) and Assessment Nos. 64/2, 64/3, 64/4 now Nos. 67, 69 and 69A Raja Veediya Kandy within Grama Niladhari Division of 257- Kandy and Divisional Secretariat Division of Kandy Gangawata Korale within the Municipal Council Limits of Kandy in the District of Kandy, Central Province comprising of the following contiguous allotments adjoining each other forming one property.

**THE SECOND SCHEDULE ABOVE REFEREED TO:-**

**(LEASE RENTALS)**

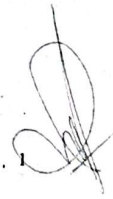



The Total Lease Rental amounting to RUPEES FOUR HUNDRED AND FIFTY FOUR THOUSAND SIX HUNDRED AND EIGHT (Rs.454,608/=) shall be paid by the Lessees to the Lessors in following manner.

- A. The Monthly Lease Rental shall be Rupees Eighteen Thousand Four Hundred and Eighty (Rs. 18,480/-) per month for the said First Year and Rupees Nineteen Thousand Four Hundred and Four (Rs. 19,404/-) per month for the said Second Year and shall be paid on the 15<sup>th</sup> day of each and every month commencing from 15<sup>th</sup> January 2025.
- B. The said monthly lease rentals of the first Lessor share shall be paid to the First Lessor and the Second Lessor's share shall be deposited to the credit of the Second named Lessor to Account No. 8150903243 to the Commercial Bank of Ceylon PLC Kandy on or before the 15<sup>th</sup> day of each and every month and photocopies of the deposit slips shall be sent by the Lessee to the Lessors.

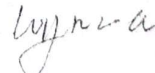
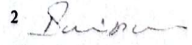
**IN WITNESS WHEREOF** the said Lessors and Lessee have hereunto and to Two others of the same tenor and date as these presents set their hands at Kandy on Eleventh (11<sup>th</sup>) day of January 2025.

**WITNESSES:-**

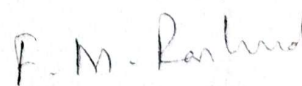
Signed and placed the Left Thumb impressions in the presence of us and we do hereby declare that we are well acquainted with the executants and know their proper names, occupation and residences

1.    
2.    
Signatures and Left Thumb impressions of the Lessors

1. 

1.   
2.   
Signatures and Left Thumb impressions of the Lessees

2. 



**NOTARY PUBLIC**



**No. 2860**

I, **FATHIMA MUFLIHA RASHEED** Notary Public of No. 7, Colombo Street, Kandy in the Judicial Zone of Kandy do hereby certify and attest that the foregoing instrument having been duly read over and explained by me, the said Notary, to the said Lessors [1] **CONDAGAMAGE RUCHITH GERARD FERNANDO** (holder of NIC No. 791861586V) and [2] **SHEHARA MYSTICA LIYANAGE** (holder of NIC No. 895330078V) whom have signed this deed illegibly in English and affixed their left thumb impressions and the Lessees (1) **PELAWA ATIMORATHENNE ATHULA WIJETATHNE** (holder of NIC No. 652821618V) and (2) **ATTANIKITHA PATHIRANAGE INDRANI PATHIRANA** (holder of NIC No. 636410560V) who have signed this deed illegibly in English and affixed their left thumb impressions in the presence of **Kalaldore Gedara Indrajith Udayanga Amarasinghe** (Holder of N.I.C. No. 920221246V) of No. 110/2, Bokalawela, Ambatenna and **Liyanawadu Mestrige Dharmasiri** (Holder of NIC No. 553462878V) of No. 21/6, Aramba, Crapiyadda, Akuressa the subscribing Witnesses hereto, and who signed illegibly in English respectively and the same was signed by the said Lessors, Lessees, the said witnesses and also by me the said Notary, in my presence and in the presence of one another, all being present at the same time on the 11<sup>th</sup> day of January 2025 at Kandy.

And I certify that the Lessors are known to me and Lessees are not known to me and I have checked the identity of the witnesses by the inspection of their National Identity cards and prior to the execution of the foregoing instrument, I have inspected the National Identity cards of the executants.

And I further certify and attest that the stamp duty of the value of Rupees Nine Thousand One Hundred (Rs. 9,100/-) was paid to the credit to the Account of Commissioner General of Island Revenue stamp duty at Bank of Ceylon Kandy Branch Account No. 7041555 at the Bank of Ceylon Kandy Court Complex Branch in proof of which the original of such stamp duty paying in slip No. 789689 dated 16-01-2025 is affixed to the duplicate of this instrument and copies are affixed to the original and the protocol and the original of this instrument bears One stamp of the value Re. 1/-.

And I also certify that I have renewed my license for the year 2024/2025.

**WHICH I ATTEST**

*F. M. Rasheed*

**NOTARY PUBLIC**

Date of Attestation  
11<sup>th</sup> January 2025.



F. M. Raskind

 CamScanner