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CG 938208

This indenture of Licence made at Ernakulam on the 26<sup>th</sup> day of December in the year Two Thousand & Nineteen ( 26.12.2019)

**BETWEEN**

Mrs. **F.Rukiya Bai**, W/o late Y.Zain Sait, 79 years, residing at "Saniya", Shenoy Road, Kaloor, Cochin-17 (herein after called the LICENSOR which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs/ executors/ administrators/ legal representatives and assignees) on the ONE PART.

**AND**

M/s. **ATHENA TRAVELS ( INDIA ) PRIVATE LIMITED** , With its registered office at " Rukiya Bagh "M.G.Road, Ernakulam, Cochin - 16 represented by its Managing Director Mrs. Mariamma Jose, No.8, Neptune Country, Chilavanoor Road, Kadavanthara, Cochin - 20 ( II ) Mr. Shaji Joseph, No. 24, Neptune Country, Chilavanoor Road, Kadavanthara, Cochin - 20, (hereinafter referred to as the LICENSEE , which term shall be and include all its Directors, Representatives, Administrators , Official Liquidator etc.) on the OTHER PART

For **ATHENA TRAVELS (INDIA) PVT. LTD.**

*F. Rukiya Bai*  
F.RUKIYA BAI  
LICENSOR

*Mariamma Jose*  
Mrs. MARIAMMA JOSE  
MANIYAMMA JOSE  
Managing Director  
[Contd.....2]

No. 4055 Date 26/12/19

Value of ₹ 100/-

Sold to Mariamma Jose

Managing director Athena Travels India Pvt Ltd





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WHEREAS Sri. Y. Zain Sait was the absolute owner of the building, "Rukiyabagh", at Ravipuram, M.G. Road, Cochin - 16. Whereas the said Sri. Y.Zain Sait expired on 30.3.2000 and certain properties including the said building devolved upon the legal heirs of the said deceased .

WHEREAS the legal heirs of the said deceased Sri.Y.Zain Sait agreed and authorized Mrs. F.Rukiya Bai to administer the building till the execution of a partition deed or any such other arrangements and also authorized to execute this deed of License .

WHEREAS the licensee is desirous of taking a portion of the First floor of the said premises upon license only for the limited purpose of conducting business of M/s. ATHENA TRAVELS (INDIA ) PRIVATE LIMITED , and the licensor have agreed to give the said premises on license to the licensee only for the said purpose.

**NOW THIS INDENTURE OF LICENSE WITNESSETH**

1. The revised terms and conditions of this agreement shall come into effect from **08.11.2019** and shall be in force till **07.10.2020** .That in consideration of all the terms , conditions and covenants contained in the indenture of license to be observed and performed by the parties , the Licensor hereby grant leave and license to the licensee to occupy an approximate area of 650 Sq. feet of the building premises bearing corporation Door No. 39/3548 (39/4104 ) (New 61/2845) and use the same for the purpose of carrying on the business for a period of **11 months** beginning from **08.11.2019** and ending on **07.10.2020**.

2. The license fee of the premises shall be **Rs.16000/- (Rupees Sixteen Thousand only)** per month and the said license fee shall be payable on or before 5th day of each English calendar month.

*F. Rukiya Bai*  
F.RUKIYA BAI  
LICENSOR

For ATHENA TRAVELS (INDIA) PVT. LTD.

*Mariam Jose*  
Mrs. MARIAMMA JOSE  
LICENSEE  
[Controlling Director]

No. 6056 Dae. 26.12.19

Value of ₹ ..... 1001

Sold to ..... Mariamma Jose



3. That the period of License is eleven (11) months and expires on **07.10.2020**. However the License shall be extended for a further period of 11 months on the same terms & conditions, but subject to enhancement of the monthly License Fee by 10% of the License Fee payable under this agreement.

4. The Licensee has already paid an interest free deposit of Rs. 22,500 /- ( Rupees Twenty two Thousand Five Hundred only ) which shall be with the Licensor till the expiry of this License and/or any extension thereof shall be paid to the Licensee free of interest, at the end of the period of License or earlier termination after any lawful deduction.

5. The licensee shall not sub - lease, assign or create any encumbrance whatsoever upon the scheduled premises or any part thereof in favour of any one in any circumstances whatsoever.

6. The Licensee shall pay GST as per Finance Act 2017 at the applicable rate currently @18% on the License fee to the Licensor on or before 5<sup>th</sup> of every month. It is agreed between the Licensee and Licensor that GST as applicable shall be borne by the Licensee and Licensor shall collect the same from the Licensee and pay the said amount to the concerned department. GST Reg. No. for preparing invoice is 32AABCA9693H1ZJ.

7. The Licensee shall utilize the premises only for conducting their business and shall not have any right, title or interest upon the premises.

8. The Licensee shall be permitted to erect wooden counters, partitions, cabins and such other alterations to suit their requirements for the use of the said premises. However the licensee will not have any right whatsoever to make any material alterations either permanent or temporary affecting the peaceful possessions legally enjoyed by the licensor. The licensee will have no right or interest on the premises except the personal right granted to him to use the premises for the said purpose.

9. The Licensee shall be permitted to exhibit his sign boards and neon signs at convenient place at the said premises with permission from the licensor in writing.

10. The Licensee shall keep the premises in a clean hygienic condition and shall not do or cause to be done by of its officer or employee any act which may cause nuisance to others including other occupants in the building "RUKIYABAGH".

11. The Electricity Bills as per slab or otherwise fixed by the Kerala State Electricity Board and also any addition by excess claim by way of deposit/ charges and duties made by the KSEB will be remitted to the concerned office of the KSEB on the due date by the Licensee and the Licensor shall not be allowed to compensate for the same in any manner..

12. The Licensee shall pay every month their share of **water charges** at a flat rate **Rs.500/-(Rupees Five Hundred only)** which will be proportional to the share of water charges being paid by the other occupants in the building. Any additional charges by excess claim by KWA shall also be remitted by the Lessee to the concerned office of KWA. Any change in the tariff announced by KWA from time to time may be intimated to the Licensee by the Licensor in writing and the rates applicable at that time shall be paid by the Licensee.

13. The Licensor reserves the right to carry on repairs, alteration of the building any time after informing the Licensee in writing and the Licensee hereby agrees that they shall permit the Licensor or their representatives or agent to enter into the scheduled premises for inspection during all reasonable time and also co-operate with them without causing any inconvenience or objection for carrying out any such repair etc.

14. The Licensor shall have the right to terminate the License on breach of any of the conditions mentioned without prejudice to the right to realize arrears of License fee due. The security deposit will be paid back by the Licensor only after settling all the claims including license fee, the Electricity bills etc. if any.

F. Pragna Bai

For ATHENA TRAVELS (INDIA) PVT. LTD.

Mariam Jose

M. MARIAMMA JOSE

15 It is agreed between the parties that the license granted hereby shall not at any time or any context shall be construed as a "Lease" coming within the purview of Kerala Building Lease & Rent Control Act and the Licensee shall never be termed as a "Tenant" for any purpose whatsoever.

16. The Licensor will have absolute right to revoke the License hereby given by giving two (2) months notice, in writing to the Licensee. The Licensee can also terminate the indenture of license the agreement by giving two (2) months notice to the licensor.

17. The Licensee shall remove all their furniture, fixtures at the time of vacating the premises and under no circumstances the Licensor will be liable to compensate in any manner.

18. Since parking space is limited in the building Rukiyabagh, no vehicle will be allowed to park on the space between Rukiyabagh main building and passage or any such open space in the building premises causing difficulty to other persons. It is also agreed by the Licensee that he shall not in any way block any passage by storing any items whatsoever.

19. The Licensor shall incur and pay all taxes and other charges imposed by the Government or such other legal authorities upon the property.

20. The Licensee will bear a proportionate amount of **Rs.1200/-** per month (**Rupees One Thousand Two Hundred only**) for keeping a round the clock **common security guard** provided by the Licensor and other occupants jointly consent for the same. Any change in the tariff announced by the appointed Security Agency from time to time may be intimated to the Licensee by the Licensor in writing and the rates applicable at that time shall be paid by the Licensee.

21. There is no oral or implied understanding whatsoever other than specifically mentioned in this agreement.

### SCHEDULE OF THE PREMISES

The Room/ Premises bearing Corporation Door No. 39/3548 (39/4104) (New 61/2845) in the building namely "Rukiyabagh" situated in survey No. 1335/3 in Ernakulam village, Kanayannoor Taluk, together with all electrical fittings, water connections, interior decorations etc.

### BOUNDARIES

EAST	SURVEY NO. 887.
WEST	SURVEY NO. 2661 & M.G.ROAD.
SOUTH	SURVEY NO.1335/1.
NORTH	SURVEY NO.1335/1.

IN WITNESS WHEREOF the parties hereto have set their respective seals and signatures on the day and the year first herein above mentioned.

### WITNESSES

1.M.P.Raveendranath,  
Muthiraparambil,  
Ponnurunni, Thammanam.P.O.,  
Cochin - 682 032.

*M.P. Raveendranath*

*F. Rukiya Bai*  
F.RUKIYA BAI  
LICENSOR

For ATHENA TRAVELS (INDIA) PVT. LTD.

*Mariyamma Jose*  
MARIYAMMA JOSE  
Managing Director  
LICENSEE