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GOVERNMENT OF KERALA  
e-Stamp

e-Stamp Serial Number : 202425000000316414

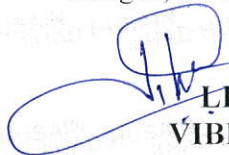
Verification Code : 153076485V

Govt. Reference No.(GRN)	: KL029949393202425E
Purpose	: Licence to Let - including agreement to let or sublet
Amount of Stamp Paper Purchased in Numeral	: ₹ 500
Amount of Stamp Paper Purchased in Words	: RupeesFive Hundred
Stamp Paper Purchased on	: 19/12/2024
First Party Name	: JIHAD HUSAIN
First Party Address	: GATEWAY MALABAR HOLIDAYS VYTTILA
Second Party Name	: VIBIN JOSEPH
Second Party Address	: THIRUNILATH KADAVANTHRA
Vendor Code & Name	: 11082155 - K A KRISHNAKUMAR
Treasury Code & Name	: 1108 - Sub Treasury, Tripunithura

Please write or type below this line

### Leave and License Agreement

THIS INDENTURE OF LICENCE is made and executed at Ernakulam on the 03<sup>rd</sup> day of JANUARY- 2025 (03.01.2025) between Mr. VIBIN JOSEPH (Aadhaar no:3033 4570 9629), age 44 years, S/O LATE Sri. T.V. JOSEPH residing at Thirunilath House, Vinoba nagar-7th lane, House no:102,AV John Alunkal road, Kadavanthra PO,Kochi-682020 herein after referred to as LICENSOR (Which expression unless repugnant to the context or meaning thereof shall mean and include himself his legal heirs, representatives and assigns) AND FOR M/s GATEWAY MALABAR HOLIDAYS (pvt) Ltd. A company

  
LICENSOR  
VIBIN JOSEPH

  
LICENSEE  
Mr.JIHAD HUSAIN  
Managing Director -  
Gateway Malabar Holidays(p)ltd



This can be verified by [https://www.estamp.treasury.kerala.gov.in/verification/verification\\_action/estampverification](https://www.estamp.treasury.kerala.gov.in/verification/verification_action/estampverification) using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority

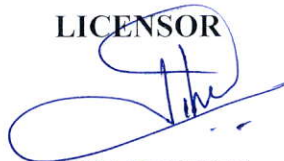
  
K.A. KRISHNAKUMAR  
STAMP VENDOR,TRIPUNITHURA

incorporated under the Indian companies Act 1956 having registration No: U63040-KL 2010 PTC53-89-2009-2010 and having its registered office at THIRUNILATH building, Geethanjali, NH-47BYPASS, Vyttila, Kochi-682032 representing its MANAGING DIRECTOR Mr. JIHAD HUSAIN, (Aadhaar no:278253896333), holding INDIAN passport No:J-3290245 & electoral identity card no:MQY1613439 son of Mr. HUSSAIN residing at Door no:438,Punathumkuzhiyil House ,Ward no:5,Madavoor,Koduvally,Kozhikode district, Pin no:673583 herein after referred to as the LICENSEE (Where expression unless repugnant to the context or meaning thereof shall mean and include itself, liquidator, assignee/representative successor in interest) on the other part.

WHEREAS the LICENSOR is the absolute OWNER IN POSSESSION of the building bearing Kochi Corporation Door Nos.**45/2462** (OLD: 33/2402-K) in southern portion 1314+151 Sq.Ft (**1465**Sq.ft) situated in Survey NO.418/1, 418/2, 410/5, 416/7 in Poonithura Village, Kanayannur Taluk, herein after referred to as the Licensed building and more particularly described in the schedule annexure hereto.

WHEREAS the parties to this indenture of license requested the LISENSOR to let and permit to occupy and make use of the licensed building area bearing Kochi Corporation Door No: **45/2462**(old no:33/2402-K) for **the sole purpose as booking office for Tour Operations** and also an addendum executed an indenture of license on **03-01-2025** for the use and occupation of the above mentioned Licensed building area which is in the exclusive possession and enjoyment of the Licensor.

LICENSOR



VIBIN JOSEPH

LICENSEE



Mr. JIHAD HUSAIN  
Managing Director -  
Gateway Malabar Holidays(p)ltd

AND WHEREAS the Licensee seeks to execute an indenture of license of the licensed premises for the use and occupation for a period of 11 months from **03/01/2025 to 02/12/2025** for the only and limited use for the sole business aforesaid.

NOW THIS Agreement of License is executed by and between the Licensor and the Licensee and surely on the following terms and conditions.

1. That in consideration of all terms and conditions and covenants contained in this **indenture of license** to be observed and performed by the parties, the Licensor hereby grant leave License to the Licensee to occupy and use approximate area of 1465 Square Feet of the building alone without land appurtenant thereto which is in exclusive possession and enjoyment of the Licensor bearing Kochi Corporation Door No.**45/2462** (old no: 33/2402-K) and use the same for **the sole purpose for Tour Booking Office** for a period of 11 (Eleven) months beginning from **03<sup>th</sup> JANUARY 2025** and ending on **02<sup>rd</sup> DECEMBER 2025**.
2. The license fee for the premises shall be **Rs.82764/- (Eighty Two Thousand Seven Hundred Sixty Four Rupees only)** per month and the said license fee shall be payable on or before 3<sup>rd</sup> day of every succeeding English Calendar month to Mr. VIBIN JOSEPH (Aadhaar no:3033 4570 9629),the Authorized Licensor. The Licensor shall be entitled to collect license fee from Licensee and Licensee is liable to pay interest at the rate 15% per annum in case of default of payment of the License fee on the due date for the defaulted period.

LICENSOR



VIBIN JOSEPH


LICENSEE



Mr.JIHAD HUSAIN  
Managing Director -  
Gateway Malabar Holidays(p)ltd

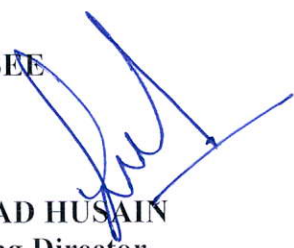
3. The Licensee has entrusted with the Licensor and authorized to retain an interest free security deposit of **Rs.550000/-** (Five lakh fifty thousand only) deposited with the Licensor till the expiry of the period of this License agreement and/or any extension thereof as security for due performance of the terms of this agreement and shall be paid to the Licensee by the Licensor free of interest at the end of the license agreement or earlier termination of License and/or leaving the Licensed building by the Licensee in the same condition as on date after any lawful deduction including arrears of License Fee and such dues and damages.
4. The Licensor shall pay **property tax and other taxes** which may be payable to the Corporation/Government or other agencies relating to the Building area. However, during this period of the License agreement the Licensee shall pay **Rs.1000/-** per month as service charge for water supply provided by Licensor using Electric Motor. And shall pay and settle Electricity charges and water charges with fine if any, directly with the concerned authorities and handover the respective receipts or attested true copy of the same to the licensor along with the payment of the fee and also pay such other taxes, duties etc. which have to be paid by the Licensee to the appropriate authorities as per any statutory obligations relating to the business of the Licensee. Licensor is not liable to pay any fee or tax payable by the Licensee.
5. During the period License, the Licensee shall use and occupy the premises with all fixtures, interior decoration, cabins, electrical fitting including those items which are separately mentioned in the B Schedule to this agreement in good and proper condition. The Licensor shall attend necessary normal repairs and maintenance as when required.
6. The Licensee not entitled to make any structural alterations of the Licensed Building and the Licensee shall be liable to pay for the damage caused to the flooring, electrical fittings and such other items mentioned in Schedule B on account of his use and occupation.

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**VIBIN JOSEPH**

**LICENSEE**



**Mr.JIHAD HUSAIN**  
**Managing Director -**  
**Gateway Malabar Holidays(p)ltd**

7. The Licensee shall not assign/transfer the use and occupation or enjoyment of the Licensed Building or any part thereof to any other person/company and the Licensor shall not permit the Licensee to carry out any other business in the Licensed Building, other than that mentioned in Paragraph 2 in Page 2 of this Agreement.
8. The Licensee shall not carry any prohibitory trade or business or keep or possess any contraband articles or explosives in the Licensed Building. Licensor is not in any way responsible for any such trade, offence illegal activities.
9. The Licensor shall not obstruct the peaceful occupation and use in the Licensed Building by the Licensee if he does not commit any breach of the terms of License agreement stipulated therein. Similarly, Licensee shall not cause any obstruction or nuisance or inconvenience to the occupiers of other rooms of remaining portion of Building or Licensor.
10. It is mutually agreed that the LICENSOR / his men / representatives and/or their respective authorized agents shall have the right to visit/enter the premises for bonafide inspection purposes, at all reasonable times.
11. If there is any violation of any of the clauses of this agreement by the LICENSEE, the LICENSOR shall issue a 15 days' notice of termination for violation or breach of obligations of this Agreement. Accordingly, this Leave and License agreement shall stand terminated automatically. The LICENSEE shall hence forth, immediately stop using the premises covered by this Leave and License Agreement on or before the 15<sup>th</sup> day of receipt of the notice.
12. The agreement of License can be terminated from both sides by giving 3 months' prior notice in writing.
13. The LICENSE shall be automatically terminated on completion of 11 months and the LICENSEE shall stop using the premises immediately.

LICENSOR

VIBIN JOSEPH

LICENSEE

Mr. JIHAD HUSAIN  
Managing Director -  
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14. The LICENSOR shall issue a notice of expiry at the end of 8<sup>th</sup> month from the commencement of this Agreement and the notice shall provide for the time period remaining for the use of premises by LICENSEE. Upon receipt of notice mentioned in this Clause 14, the LICENSEE shall acknowledge and confirm the receipt of the notices to the LICENSOR within 2 working days, failing which the same will be deemed to have been acknowledged and confirmed by the LICENSEE.
15. Notwithstanding anything contained herein or elsewhere, that at all times, the ownership and exclusive legal possession and occupation of the building premises shall be that of the LICENSOR only and the LICENSEE shall use the building area as mentioned in Clause 01, and the premises as LICENSEE only, and shall not claim any interest of any nature whatsoever in the said building or the premises, and that nothing in this Agreement shall be construed to be a demise at law in respect of the building or the premises or to confer the LICENSEE any right of tenancy / sub tenancy / lease / sub-lease, etc., in respect of the portion or the premises.
16. That the LICENSEE shall, on expiry of the period of this Agreement or on earlier revocation, and/or vacation, of said premises, as herein provided remove himself together with all his articles/things and hand over the occupation of the building peacefully, and without any let/hindrance, in good order and condition.
17. In case of damages caused to the building / premises or in case of any breach of the terms of this agreement the damages suffered / loss incurred by the LICENSOR arising out of such damage / breach, shall be forfeited from the amount of Rs.**550000** /- (Five lakh fifty thousand only), which is retained with the LICENSOR. If the damages / loss exceed the amount retained, such amount shall be a charge over the properties owned by the LICENSEE.

LICENSOR



**VIBIN JOSEPH**

LICENSEE



**Mr. JIHAD HUSAIN**  
**Managing Director -**  
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18. Any notice intended to be given to the LICENSEE shall be deemed to be properly and avidly given if it is addressed to the said building / premises or otherwise sent by Registered post with Acknowledgement due to that address and likewise the notice meant for the LICENSOR shall be addressed to and delivered or sent by Registered Post with Acknowledgement due to the LICENSOR at the address given below in agreement.

**Address of LICENSOR:**


**VIBIN JOSEPH  
THIRUNILATH HOUSE ,HOUSE NO:102  
AV JOHN ALUNKAL ROAD  
VINOBA NAGAR 7<sup>TH</sup> LANE  
COCHIN-682020**

**Address of LICENSEE:**

**JIHAD HUSAIN  
PUNATHUMKUZHIYIL HOUSE  
DOOR NO:438  
MADAVOOR,KODUVALLY  
KOZHIKODE DISTRICT Pin-673583**

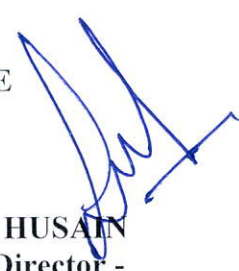
19. This Agreement shall forthwith overrule and/or replace any/all existing understanding, agreements or written / verbal correspondences or communications between LICENSOR and LICENSEE with regard to the subject matter covered herein.
20. No terms of this Agreement shall be altered or modified or amended unless such changes /amendments are mutually agreed in writing by both the LICENSOR and LICENSEE.

**LICENSOR**



**VIBIN JOSEPH**

**LICENSEE**



**Mr.JIHAD HUSAIN  
Managing Director -  
Gateway malaber holidays**

21. Stamp duty and other statutory charges if any shall be borne/paid by the LICENSEE in respect of this Leave and License Agreement and the Original Agreement will remain with the LICENSOR and the copy duly signed by both the parties shall remain with the LICENSEE.
22. The License agreement can be extended further for a period of 11 months on terms and conditions mutually accepted by both parties.


**SCHEDULE – A**

District	:	Ernakulam
Taluk	:	Kanayannur
Village	:	Poonithura
Survey No.	:	418/1,418/2,410/5,416/7

**DESCRIPTION**

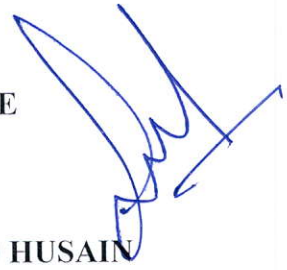
The building bearing Cochin Corporation Door Nos. 45/2462 (old no: 33/2402-K) having extent of total area Approx 1465 Sq. Ft. shop rooms with common which enclosed veranda and stair case situated in immovable property described in sale deed 492/1994 of Maradu Sub Registry Office.

**LICENSOR**



**VIBIN JOSEPH**

**LICENSEE**



**Mr. JIHAD HUSAIN**  
**Managing Director -**  
**Gateway malabar holidays**

**SCHEDULE - B**

1. Tiled floor having carpet area of (1314+151Sq.Ft) 1465 Square feet bearing cochin corporation door no. **45/2462** (old:33/2402-k).
2. Toilet (2 Number)
3. European Closet (2 Number)
4. Wash Basin (2 Number)
5. Roof ceiling with gypsum board ceiling of 1465 Sq.Ft (1314+151Sq.Ft).
6. Electrical fixtures: -Recessed mounted 2x18w Havells light fixtures-49 nos, exhaust fan-1nos, 6A switchs-82 nos, 6A sockets-50 nos and necessary electrical wiring through switch boards/DB/switch gears.
7. SINK

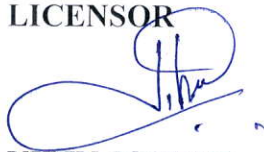
**IN THE WITNESS THEREOF** the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

**WITNESSES**

1.


2.

**LICENSOR**



**VIBIN JOSEPH**

**LICENSEE**



**Mr. JIHAD HUSAIN**  
**Managing Director -**  
**Gateway malaber holidays**