



08-11-15

**Whomsoever it may concern**

This is to certify that M/s GATEWAY MALABAR HOLIDAYS ( P ) LTD having its registered office at Thirunilath buildings, Geethanjali Junction, NH 47 Bypass, Vyttila, Kochi – 683632. The office having extent of total area 1465 Sq. Ft. and it is located in a commercial area Vyttila, Cochin. The interior includes flooring with good quality tiles, roof ceiling with gypsum board, 300 Sq. Ft. reception area and two toilets with European closet, two wash basins.

Hereby we are attaching our Rental Agreement as supporting document for your reference

Authorized Signatory

Gateway Malabar Holidays Pvt. Ltd.



Address: Gateway Malabar Holidays (P) Ltd. 33/2402 -K, 1st floor, Thirunilath Building, Geethanjali, NH 47 Bypass, Vyttila, Cochin, Kerala, India - 682032. Ph: +91 (0) 484 4095500. Email: info@gatewaymalabar.com, www.gatewaymalabar.com

Calicut: Gateway Malabar Holidays (P) Ltd  
NH Building, NH 17 Bypass  
Ramanthakara, Calicut, 673633, Kerala, India  
Ph: +91 (0) 495 3043035  
Email: calicut@gatewaymalabar.com

Bangalore: Gateway Malabar Holidays (P) Ltd  
Unit No 102, 1st floor, 5th Avenue Mall,  
Brigade Rd., Bangalore, Karnataka, India - 560001  
Ph: +91 80 41738698  
Email:blr@gatewaymalabar.com

Sri Lanka: Gateway Sri Lanka Holidays, #7  
Barnes Avenue, Mount Lavinia  
Colombo, Sri Lanka. Ph: +94- 754154674  
Email: info@gatewaysrilanka.com  
www.gatewaysrilanka.com

Dubai: Gateway Malabar Holidays DWC LLC  
DWC Business Center, Dubai World Central  
Dubai Aviation City, Dubai, UAE  
P.O.Box : 390667, Ph: +971555546090  
Email: dubai@gatewaymalabar.com



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Leave and License Agreement

AU 264225

THIS INDENTURE OF LICENCE is made and executed at Ernakulam on the 14<sup>th</sup> day of OCTOBER-2015(14.10.2015) between 1) Mr. VIBIN JOSEPH 2) VINOD JOSEPH 3)VINITHA JOSEPH, S/O LATE Sri. T.V.JOSEPH residing at Thirunilath House, Kalabhavan Road , Kochi-682018 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 incorporated under the Indian companies Act 1956 having registration No: U63040-KL 2010 PTC53-89-2009-2010 and having its

LICENSOR

VIBIN JOSEPH

VINOD JOSEPH

VINITHA JOSEPH

LICENSEE

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

NO/1005 Date: 14-10-2015

Value of Rs. 100 Sold to

K.A. KRISHNAKUMAR  
STAMPVENDOR TRIPUNITHURA

Gateway Malabar Holidays  
Vythils





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AU 264226

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registered office at THIRUNILATH building, geethanjali, NH-47BYPASS,Vyttila,Kochi-682032 representing its MANAGING DIRECTOR Mr. JIHAD HUSAIN 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.

LICENSOR

VIBIN JOSEPH

VINOD JOSEPH

VINITHA JOSEPH

LICENSEE

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

NO.11006 Date: 16.10.2015

Value of Rs. 100 Sold to

K.A. KRISHNAKUMAR  
STAMP VENDOR TRIPUNITHURA

Gateway Malabar Holidays  
Vyttila



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

WHEREAS the parties to this indenture of license requested the LICENSOR to let and permit to occupy and make use of the licensed building area bearing Kochi Corporation Door No 33/2402-K for the sole purpose as booking office for Tour Operations and also an addendum executed an indenture of license on 14-10-2015 for the use and occupation of the above mentioned Licensed building area which is in the exclusive possession and enjoyment of the Licensor.

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 (14/10/2015 to 13/09/2016) 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. 33/2402-K and use the same for the sole purpose for Tour Booking Office for a period of 11 (Eleven) months beginning from 14<sup>th</sup> OCT 2015 and ending on 13<sup>th</sup> SEP 2016.
2. The license fee for the premises shall be Rs.51244/-(Fifty one thousand two hundred and fortyfour Rupees Only) per month and the said license fee shall be payable on or before 1<sup>st</sup> day of every succeeding English Calendar month to Mr. VIBIN JOSEPH, the Authorised agent of the 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.
3. The Licensee has entrusted with the Licensor and authorized to retain an interest free security deposit of Rs.550000/- (Five lakhs fifty thousand only) previously deposited with the Licensor till the expiry of the period of this License agreement and/or any extension thereof as

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Gateway Malabar Holidays(p)ltd

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.300/- 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.
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 in not 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.

LICENSOR

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VINOD JOSEPH

VINITHA JOSEPH

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Managing Director -  
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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.
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/hindrane, 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 lakhs fifty thousand Only), which is retained with the LICENSOR. If the damages / loss exceeds the amount retained, such amount shall be a charge over the properties owned by the LICENSEE.
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.

LICENSOR

LICENSEE

Address of LICENSOR:  
VIBIN JOSEPH  
THIRUNILATH HOUSE ,KALABHAVAN ROAD, EKM-NORTH  
COCHIN-682018

Address of LICENSEE:  
JIHAD HUSSAIN  
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.
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 subject to enhancement of the existing monthly License Fee by 10% for every succeeding year.

**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. . 33/2402-K having extent of total area 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

VINOD JOSEPH

VINITHA JOSEPH

LICENSEE

Mr. JIHAD HUSSAIN  
Managing Director-  
Gateway malabar holidays

**SCHEDULE - B**

1. Tiled floor having carpet area of 1465 Square feet bearing cochin corporation door no. 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.
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. DEEPA VIBIN



2.

LICENSOR

VIBIN JOSEPH

VINOD JOSEPH

VINITHA JOSEPH



LICENSEE

Mr. JIHAD HUSAIN  
Managing Director-  
GATEWAY MALABAR HOLIDAYS

