

Travel Agency Agreement

This Agreement is executed at _____ this _____ day of _____ 20_____.

BETWEEN

(1) Just Yatra Holidays And Resorts Private Limited (Hereinafter referred as "JYT" in short) , an online travel management company, represented by its Sales Co-ordinator _____ , Distributor Sales |India | with its _____ India provides various travel related services through its website www.partner.justyatra.com which is linked by third party service provider. Company also provide the service through its retail outlets, mobile-cellular technology as well as through e-mail, (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) herein after called one part/ 1st party.

AND

(2) _____, a company incorporated under the provisions of the Companies Act, 1956 / a partnership firm registered under the provisions of the Indian Partnership Act 1935 / a proprietorship firm / An Individual having its office at _____

(hereinafter referred to as "2ND PARTY", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (i) in the case of the 2ND PARTY being a sole proprietary concern / individual - the

heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the 2ND PARTY, being a partnership firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Sub Merchant, being a company - its successors and assigns (as the case may be) (iv) in the case of the 2ND PARTY being a Trust- The trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the other part /2nd party.



1) **Marketing.** During the term of this Agreement, 2nd party shall actively market and promote the services available on the JYT's B2B2B Site in order to generate the maximum number of Transactions on the B2B2B Site by Users. The parties agree that JYT shall be the exclusive travel booking engine provider for air tickets, hotels, and insurance and other allied travel products for the 2nd party.

2) **B2B Contract.** Since the operation of the B2B2B Site requires creation of an agent account on JYT's B2B portal at www.partner.justyatra.com, the 2nd party will agree to sign a separate contract with JYT to get access to the B2B portal. 2nd Party will commit to fulfilling its entire airline ticketing requirements (online and offline) through JYT.

C. **Commercials.**

i. *The 2nd Party* agrees to pay JYT a sum of Rs 5725/-Rupees five thousand seven hundred and twenty five only Including Service Tax as an initial setup fee ("non refundable) for control panel to maintain of services. And Rs229/-Rupees two hundred nineteen only AMC (Annual maintenance charges) from second year onwards.

ii. JYT agrees to provide the 2nd party commission on each air ticket sold on the www.partner.justyatra.com. The commission rates will vary with time. Subject to TDS deduction. JYT reserves the right to modify these commissions from time to time.

iv. The 2nd Party will maintain a refundable non-interest rolling deposit of 10,000 with online account which will be adjusted against bookings made by the 2nd party on daily basis. This deposit of booking amount must be reinstated within 2 working days.

E. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided herein, shall continue after the Launch Date. This Agreement will continue for subsequent renewal periods of one (1) years (each, a "Renewal Term"). Each party will have the right to terminate this Agreement at the end of the Initial Term or at the end of any subsequent Renewal Term by providing at least ninety (90) days written notice to the other party prior to the scheduled expiration of the then-current term.

1. GENERAL

1.1 JYT agrees to provide the 2nd party commission on each service book on the JYT Portal. The commission rates will vary with time. Subject to TDS deduction. JYT reserves the right to modify these commissions from time to time.

1.2 **Jurisdiction** In case of any dispute the Jurisdiction of Court shall be the Court of resolving the dispute.

2. Terms and Conditions

2.1 2nd Party shall at all times during the continuance of this Agreement, obey and observe all reasonable directions and instructions which may be given by Just Yatra Holidays And Resorts Pvt. Ltd. concerning the conduct of business as agreed under this Agreement.

2.2 JYT shall provide a login id to 2nd Party for doing online business, i.e. for the booking of Air Tickets - Domestic & International, Hotels - Domestic & International. 2nd Party understands and agrees that the login id will be activated only after execution of this Agreement. If 2nd Party has any Urgent Bookings



before the activation of the account then 2nd Party may contact Account Manager and can alternatively call in our call centre.

2.3 2nd Party shall be responsible to its customers and Just Yatra Holidays And Resorts Pvt. Ltd. will not be responsible or liable for the acts of 2nd Party or for any due payable by 2nd Party to any other party.

2.4 JYT shall not be responsible for refunds of balance amount in inactive id for more than 90 days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the dates indicated below.

Just Yatra Holidays And Resorts Private Limited

M/s _____

By: _____

by: _____

Name: _____

Name: _____

Title: Operation-Head Title:

Date:

