

Agreement

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

BETWEEN

(I) Just Yatra Holidays And Resorts Private Limited (Hereinafter referred as “JYT” in short) , an online travel management company, represented by its manager /officer Mr./Ms _____ , Channel Sales |India | with its Regional/Branch/Corporate/Registered _____ office

_____ 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

(II) _____, 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 “PRIORITY PARTNER”, 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 PRIORITY PARTNER being a sole proprietary concern / individual – the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the PRIORITY PARTNER , 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 PRIORITY PARTNER 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.

III. Priority Partner agrees to pay JYT a sum of Rs/- In words rupeesonly/-Including Service Tax as an initial setup fee (“non refundable) for control panel to maintain their sub agencies and services and Rs..... (Including Service Tax (Annual maintenance charges) from second year onwards.

IV. JYT agrees to provide the 2nd party commission on each air ticket sold on the B2B2B Portal. The commission rates will vary with time. Subject to TDS deduction. JYT reserves the right to modify these commissions from time to time.

V. The Priority Partner will maintain a non interest refundable security deposit of Rs (Rupees fifty thousand only) with JYT which will be refunded within 90 days after termination.

VI. The 1st Party reserves the right and keeps the sole discretion regarding the credit facility to the 2nd party.

VII. In case credit is provided by 1st Party to the 2nd party. The deposit of credit amount must be reinstated within next working days.

VIII. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided herein, shall continue after the Launch Date.

IX. 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.

X. TERMINATION FOR CAUSE; TERMINATION OBLIGATIONS

XI. Either party may terminate this Agreement immediately upon written notice if the other party is in breach or default of any material obligation herein and fails to cure such breach or default within thirty (90) days after the receipt of written notice to that effect. Any notice of breach or default hereunder shall be prominently labeled “NOTICE OF DEFAULT”. The rights and remedies provided in this section are



not exclusive and are in addition to any other rights and remedies provided by law of this Agreement.

XII. It is agreed that if the second party fails to deposit refundable security deposit within 90 days from the date of execution of this Agreement in that event the 1st Party is at liberty to terminate the Priority Partnership of 2nd party.

XIII. GENERAL

1.1 Jurisdiction In case of any dispute the Jurisdiction of court shall be the Court of resolving the dispute.

1.2 Force Majeure Neither party shall be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, fires, technical failure, power failure, server down, link failure, floods, labor disturbances, riots, or wars.

1.3 Notices; Requests. All notices and requests in connection with this Agreement shall be deemed given if delivered to the following address.

If Priority Partner

If Just Yatra

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:

