

DEED OF AGREEMENT

This Deed of 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 operational office at _____ 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 Client", which expression shall unless it be repugnant to the context or meaning here of shall be deemed to mean and include (i) in the case of the Client being a sole proprietary concern / individual - the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the client, 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 Client 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 JYT GENERAL OBLIGATIONS

- 1.1 **Credit Facility:** JYT may provide credit facilities on emergency situation to its client under the following Terms and Conditions:-
- 1.2 It is agreed that if security deposit is amounting to Rs..... /- (Rupees only) laying at the hand of JYT in that event credit facility shall be provided to 2nd party.
- 1.3 It is agreed that if 2nd party desires to avail credit facility from the 1st party in that event security deposit in shape of cash`/DD must be lying more than 30 days at the hand of 1st party.
- 1.4 It is agreed that the 1st party shall provide credit limit only up to 30% of monthly turnover of 2nd party and 2nd party shall be bound to settle the entire due/availed credit amount within next working day.
- 1.5 It is agreed by 2nd party that if the 2nd party fails to reimburse the availed credit facility within maximum 5 (five) working days from the date of its availing, in that event the 1st party shall be at liberty to present the security deposit cheque of 2nd party for encashment to realize their debt/credit amount and in such situation the 2nd party shall nothing to object over the same.
- 1.6 JYT will provide 6 % interest per annum on security deposit if fail to refund security deposit within 90 days of termination.

2. GENERAL

- 2.1 **Jurisdiction** In case of any dispute the Jurisdiction of.....court shall be the Court of resolving the dispute.



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

By: _____

By: _____

Name:

Name: _____

Title: Operation-Head

Title: _____

Date:

Date:

