

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 _____ , |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 "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.

A. GENERAL CONDITIONS:

1. Priority Partner agrees to pay JYT a sum of Rs.57, 500.00 In words rupees fifty five thousand five hundred only/-Including Service Tax as an initial setup fee (“non refundable) for control panel to maintain services and non interest refundable security deposit Rs. 50,000.00 Only. In words Rupees fifty thousand only.

2. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Priority Partner for the services mentioned above shall be the employees of the Priority Partner for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Priority Partner and in no case, shall a relationship of employer and employee between the said persons and the JYT shall accrue/arise implicitly or explicitly.

3. That in case of the persons so deployed by the Priority Partner does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Priority Partner shall immediately withdraw and take suitable action against such persons on the report of the JYT in this respect. Further, the Priority Partner shall immediately replace the particular person so deployed on the demand of JYT in case of any of the aforesaid acts on the part of the said person.

4. JYT shall provide a login id to Priority Partner for sales report and maintain their guest online business, i.e. for the booking of Air Tickets - Domestic & International, Hotels - Domestic & International.

B. PRIORITY PARTNER’S OBLIGATIONS

1. The Priority Partner shall manage partners, franchisees, sales, Taxis (commercially licensed vehicles with all required papers and documents and valid insurance coverage of the vehicle) of different make on the specific requisitions from the Head, or his authorized representative for transporting JYT Officials /other persons to the destination as specified in the requisition slip.

2. That the Priority Partner shall submit details of the names, parentage, residential address, age, etc, (one valid ID proof and address proof) of the persons deployed by him in the premises of the JYT for the purpose of proper identification. He shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

3. That the Priority Partner shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to JYT and shall comply with the statutory provisions and/or any other Rules/regulations and / or statutes that may be applicable to them and shall further keep the JYT indemnified from all acts of omission, fault, breaches and / or any claim, demand' loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Priority Partner's failure to fulfil any of the obligations hereunder or Acts, rules / regulations and / or any bye-law or rules framed under, the JYT shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Priority Partner's monthly payments.

4. Service Fee

ELEMENTS	COST IN INR
One time Set up cost (Non refundable)	Rs. 50,000.00
Gross of Service Tax	Rs. 7500.00
Security Deposit (refundable)	Rs.50,000.00
<u>Total initial Payment</u>	<u>Rs.1,07,500.00</u>

5. JYT will provide COMMISSION as per below chart. COMMISSION on Business

<u>ACTIVITY BY ASSOCIATE</u> <u>On Registration and business</u>	<u>Set up cost</u>	<u>One time Commission</u>	<u>Monthly Commission</u>
WL Agencies (Max. 10)	NIL	NIL	1 % of the Transaction Value. 2 % Extra on Hotel and Holidays booking
Basic Agencies (Max. 10)	5000	2000/-	1 % of the Transaction Value. 2 % Extra on Hotel and Holidays booking
IRCTC (Max. 10)	7000	2000/-	1 % of the Transaction Value. 2 % Extra on Hotel and Holidays booking
Club membership (Max. 100)	4000	2000/-	1 % of the Transaction Value. 2 % Extra on Hotel and Holidays booking

Tax applicable as per govt. rule. JYT will provide you Official Visiting Card, JYT Letter head, marketing materials etc. You can acquire business in all over in your dedicated area.

6. The Second party shall ensure that punctual and efficient service is provided at all times.

7. The Second party shall abide by all the directions and instructions issued to him from time to time by the first party considering it expedient for efficient and punctual functioning of the service.

8. All persons deputed on duty should possess Mobile phones at their cost.

C. JYT'S OBLIGATION

1. The bill shall be submitted by the second party to the first party at the end of every month and the bill shall be paid by the first party by the 10th day of the following month.

2. That the JYT shall reimburse that amount of service tax, if any, paid by the Priority Partner to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Priority Partner.

D. IDENTIFICATION:

1. That the Priority Partner shall keep the JYT indemnified against all claims whatsoever in respect of the Driver/employees deployed by the Priority Partner. In case any Driver (s) /employee/members /partners/franchise of the Priority Partner so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the Priority Partner to contest the same. In case JYT is made party and is supposed to contest the case, the JYT will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Priority Partner to JYT on demand, Further, the Priority Partner shall ensure that no financial or any other liability comes on JYT in this respect of any nature whatsoever and shall keep JYT indemnified in this respect.

2. The Priority Partner shall further keep the JYT indemnified against any loss to the JYT property and assets. The JYT shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Priority Partner under this contract.

E. PENALTIES / LIABILITIES:

1. That the Priority Partner shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.

2. That if the Priority Partner violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the JYT in this behalf, a penalty leading to a deduction upto a maximum of 50% of the total amount of bill for a particular month will be imposed or an amount which the management of JYT may determine but not exceeding Rupees 5 (Five) lacs as a liquidated damages.

3. That for resolving all legal disputes and differences in between the JYT and Priority Partner, the jurisdiction of Court shall be the jurisdiction for the same.

F. COMMENCEMENT AND TERMINATION:

1. That this AGREEMENT shall come into force w.e.f _____ and shall remain in force for a period of one year. The AGREEMENT may be terminated by the first party on giving the second party thirty days notice either in written or in any electronic form. The AGREEMENT may be renewed after one year with mutual consent.

2. That this agreement may be terminated on any of the following contingencies: -

a) On the expiry of the contract period as stated above.

b) By giving one month's notice by JYT on account of:

i) For committing breach by the Priority Partner of any of the terms conditions of this agreement.

ii) On assigning the contract or any part thereof to any sub-Priority Partner by the Priority Partner without written permission of the JYT.

c) On Priority Partner being declared insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Priority Partner shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Priority Partner to remove all the persons, materials, and vehicles deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person or material creates any disruption /hindrance / problem of any nature for JYT.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of

Just Yatra Holidays and Resorts Pvt Ltd.

For and on behalf of

The Priority Partner _____

WITNESS

1.

2.