

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING  
is entered into at \_\_\_\_\_ on this \_\_\_\_day of  
\_\_\_\_\_ 20\_\_\_\_ **BETWEEN M/S. YATRA  
AAMANTRAN** , a Hindi Travel Magazine registered under  
**Registrar of Newspapers for India** through its Chief  
Editor **MR. Biswadeep Roychowdhury**, Aged about 45  
years, having its registered office situated at B 121, Green  
Field, \_\_\_\_\_ Faridabaab, \_\_\_\_\_ Hariyana  
121001\_\_\_\_\_

\_\_\_\_\_

Hereinafter referred to as **“The Party of the First Part”** (which expression unless repugnant to the context or meaning thereof mean and include its executors, administrators and assigns) of the FIRST PART **AND M/S.**

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\_\_\_\_\_, a Proprietorship/ Partnership Firm/ Private Limited / Public Limited Company registered under the Partnership Act/ Companies Act, 1956 through its Proprietor/ Partner/ Director **MR/ MRS/ MISS**, Aged \_\_\_\_ years, having his/her office situated at

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\_\_\_\_\_, hereinafter referred to as **“The Party of the second Part”** (which expression unless repugnant to the context or meaning thereof mean and include its executors, administrators and assigns) of the SECOND PART;

WHEREAS the Party of the First Part is the Developer /Creator/ Owner of a Software Application known as **“Yatra Aamantran OTT Play”**; hereinafter referred to as the said **‘Application’**

AND WHEREAS the Party of the First Part has created and developed the said Application inviting the various Hotel Owner/ Resort Owner/ Paying Guest Owner/ Home Stay Owners/ Tours & Travel Operators/ Amusement Park, Multiplexes/ Theater Owners/

Restaurants Owners/ Dhaba Owners/ Bus Operator/ Vehicle Operator, tour guide etc. to use its software Application to boost/increase their business and customers.

**“Yatra Amantran OTT Play”** is an OTT Application, or over-the-top Application, that delivers video content to smartphone, tablet, or smart TV using the internet rather than the traditional distribution methods of cable or satellite. These apps allow instantly stream the videos and live streams on your favorite devices/smartphone etc.

**The “Yatra Amantran OTT Play”** Application gives opportunities to the following professionals: Travel and tourism industry professionals, Handicrafts and artisans having shops or a freelance business unit, Food industry professionals, Restaurant Industry professionals, Wellness Industry professionals, Transport Industry professionals, Self-help groups, Women entrepreneurs, and Freelance language experts etc.

AND WHEREAS the Party of the Second Part is desirous and willing to use the said Application to increase their clientele

AND WHEREAS both the parties are desirous of reducing in the writing the terms and conditions of this Memorandum of Understanding hereinafter written.

**NOW THIS UNDERSTANDING WITNESSETH  
AS UNDER:**

1. The Party of the Second Part agrees to give minimum 50 (Fifty) downloads of the said Application known as **“Yatra Amantran OTT Play”** within 90 days of the execution of this MOU. For this the Party of the Second Part is free to approach their Customers/ Staff/ Friends/ Relatives or any other similar business communities.
2. The Party of the Second Part agrees to give reference of the said Application known as **“Yatra Amantran OTT Play** to at least 20 (twenty) followers on their Twitter/ Instagram/ Facebook pages within 90 days of the execution of this MOU.
3. The Party of the Second Part agrees to put Yatra Amantran OTT Play Sticker/ Pamphlet/ Sign Board provided by the Party of the First Part at the conspicuous part of their business premises such as reception, entrance gate, parking area, terrace, common wall, car, bus, vehicles etc.

4. The Party of the Second Part will be entitled to submit and upload their business related information, such as Pictures, Videos, Offers and Discounts, Tour Packages, Pamphlets on the Application known as **“Yatra Amantran OTT Play free of cost.** The Party of the First Part shall pledge to give assistance for uploading the above said data to the Party of the Second Part.

5. The Party of the Second Part shall submit any one of their government approved license such as “Shops & Establishment license, Company/Firm registration license, Company PAN card, FSSAI etc to the Party of the First Part within 30 days of the registration in the Application known as **“Yatra Amantran OTT Play.**

6. After receiving the information of lead/business enquiry the party of the Second Part shall ensure the confirmation of the services and shall accept the payment directly from the customers through digital mode. The Party of the First Part will never accept any payment from customers directly. Once the payment from the customer is directly transferred in the business account of the party of the Second Part, the Party of the Second Part will have to pay the 5 (five) % of the total amount received/booked from the customer within 7 days of the receipt of the said amount from the customer. If the party of the Second Part fails to pay the stipulated amount of

5% within the said time limit of 7 days then the Party of the First Part shall have exclusive rights to remove/block the entire data and contents of the party of the Second Part from their Application known as **“Yatra Amantran OTT Play**, without giving any prior notice to the Party of the Second Part.

7. The Party of the First part shall have future rights to amend the terms and conditions of the present MOU. The Party of the Second Part shall have no rights to change the terms and conditions of the present MOU. The Party of the First Part shall have rights to execute a fresh MOU in future upon such terms and conditions as may be required by the party of the First Part.

8. The Party of the Second Party agrees to give best offers and services to the customers who have approached through the Party of the First Part using their Application, Website, customer reference etc.

9. It is clearly understood between the parties that the data uploaded on the said Application shall have the exclusive property of the Party of the First Part and the Party of the Second Part shall have no rights whatsoever upon the data uploaded on the said Application known as **“Yatra Amantran OTT Play**.

10. It is clearly understood between the parties that the Jurisdiction of this Agreement shall be of Pune Court Only. It is also clearly understood between the parties that in the event of any dispute arises between both the parties same will be referred for arbitration before the sole arbitrator appointed by the Party of the First Part.

11. The Party of the First Part is free to place advertisements in the software application “**Yatra Amantran OTT Play**”. The revenue generated by the advertisements will be collected and consumed by the Party of the First Part and the Party of the Second Part shall have no right whatsoever upon the data, revenue and or other benefits arising out of the said advertisements.

12. The Party of the Second Part is liable for the refund of the booking amount if there is any cancellation due to the non-delivery/ delay of the services. The Party of the First Part shall not be liable for any kind of refund or cancellation of the booking amount. In the event of cancellation for whatsoever reasons, the Party of the Second Part shall be liable to pay the agreed 5% commission to the Party of the First Part.

13. The Party of the Second part shall maintain the offers, discounts, or promises as mentioned in the application known as “**Yatra Amantran OTT Play**”. The

Party of the Second Party Shall serve the customers/clients of the Party of the First Part with transparency regarding the offer, price, packages, or anything else related to similar types of interest.

14. Both parties are free to terminate or cancel the present MOU at any given time after giving one month advance notice to each other at their registered address/email ID. In the case the present MOU is terminated, all dues owed by both the parties against each other shall be paid/cleared during one month notice period.

15. The Party of the Second Part shall ensure that they and all their officers, employees, and agents remain compliant at all times with all laws, rules, regulations, and notifications pertaining to anti-bribery, anti-corruption, and money laundering and/or corrupt payments, including but not limited to the Prevention of Corruption Act of 1988, the Indian Penal Code of 1860, and Foreign Contribution Regulation Act, 2010, Prevention of Money Laundering Act, 2002, Foreign Corrupt Practices Act, 1977, including any Yatra Aamnatran policies (along with their modifications), that the partner and its officers, employees and agents may be required to comply-with from time to time.



16. The Party of the Second Part can nominate a person on their behalf to deal with the Party of the First Part or its officers, however the Party of the Second Part shall send an informed letter to the Party of the First Part at its registered address/email ID informing them about this arrangement. Only after receiving the said information letter the Party of the First Part will entertain the nominated person of the Party of the Second Part.

17. The Party of the Second Part within 7 days of registration of their name on the Application known as **YATRA AMANTRAN OTT PLAY** shall download the present MOU which will be sent by the Party of the First Part by electronic mode to the Party of the Second Part. After signing the present MOU the Party of the Second Part shall send the duly signed original copy of the said MOU to the Party of the Second part by postal/courier or personal delivery at the registered office or Office of the Party of the First Part. The date of signing of the MOU shall be the effective date from which the present MOU shall come to an operation.

18. Violation of any conditions of the present MOU shall entitled the party of the First Part to cancel the present MOU and to remove/block/delete the data and contents of the Party of the Second Party from the said

Application known as **“Yatra Amantran OTT Play**, without giving any prior notice

IN WITNESS WHEREOF the parties hereto have hereunto executed this Memorandum of Understanding on the day hereinabove written.

SIGNED, SEALED & DELIVERED )  
by the withinnamed )  
**“The Party of the First Part”** )  
**M/S. YATRA AMANTRAN** )  
through its Chief Editor  
**Mr.Biswadeep Roychowdhury** )  
in the presence of ... .. )

SIGNED, SEALED & DELIVERED )  
by the withinnamed )  
**“The Party of the Second Part”** )  
**M/S.**\_\_\_\_\_ )  
Through its Proprietor/ Partner/Director)  
**MR.**\_\_\_\_\_ )  
in the presence of ... .. )

\*\*\*\*\*  
DATED THIS DAY OF \_\_\_\_\_,  
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**BETWEEN**

**M/S. YATRA AMANTRAN Hindi Travel Magazine**

.. “The Party of the First Part”

**AND**

**M/S. \_\_\_\_\_**

.. “The Party of the Second Part”

**MEMORANDUM OF UNDERSTANDING**

**Deepak Pandey, Advocate  
High Court,  
Mumbai**