

**My Tirth India**  
**(A unit of Holygallivant Pvt. Ltd)**

CIN-U74999WB2019PTC230039

2A Shakespeare Sarani , Kolkata- 700071

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**FRANCHISEE AGREEMENT**

**This Agreement made on this** -2023, **at Kolkata by and between Holygallivant Private Limited**, a company incorporated and registered under the Companies Act, 1956, branded and trademarked under **My Tirth India™** (hereinafter the 'Company' or 'MTI'), and having its **Office** at 2A Shakespeare Sarani , Kolkata- 700071, of the First Part;

And

----- s/o.....residing at.....having PAN Number.....Aadhar Number.....  
(hereinafter referred as the 'Franchisee'), of the second part;

For the purposes of this Agreement, the Company and the Franchisee shall be collectively referred to as the "Parties" and shall be individually referred to as a "Party".

**I. Recital**

Whereas –

- (a) The Company is dealing with pilgrimage, darshan , puja , flight tickets and other allied services all across the country for both domestic and International tourists and offers customized and budget packages including but not limited to travel and tours, sightseeing, transport, airfares, train tickets and hotel accommodations and everything else related to travel both domestic and international, and operates under the brand name '**My Tirth India™**',
- (b) The Franchisee is desirous to take up the Franchisee Model of the business of the Company in their designated area / location and has represented and warranted to the Company that the Franchisee has substantial commercial expertise in the business model and requisite capability to promote, market and partake of the requisite activities.
- (c) The Company hereby appoints and grants the Franchisee the non exclusive and nonassignable Franchisee dealership in the designated area/location, subject to other terms and conditions as herein under.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**II. DEFINITIONS AND INTERPRETATION –**

- (a) 'Agreement' shall mean this Agreement, together with the Schedules, Annexures, Amendments, Extensions, as may be modified or supplemented from time to time, in accordance with its terms;
- (b) 'Competitor' shall mean a person concerned with any business that is in direct competition with the business of the Company;



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- (c) 'Confidential Information' means the information relating to the business, affairs, performance and finances of the Company, or treated by it as such and trade secrets relating to the business of the Company or of its clients, customers, franchisees.
- (d) 'Designated area/location' shall mean \_\_\_\_\_
- (e) 'Term' shall mean the meaning assigned to it under clause V of this Agreement.
- (f) 'Net Margin' shall be calculated by deducting B2B rates from B2C rates excluding taxes levied by Government.

### **III. APPOINTMENT OF THE FRANCHISEE**

The Company hereby appoints and engages the Franchisee as a non exclusive **franchisee** dealership in the Designated area. The relationship between the Company and the Franchisee shall be on a principal to principal basis and the Franchisee has been appointed as an independent contractor.

### **IV. RIGHTS AND OBLIGATIONS OF PARTIES**

#### **a) The Company:**

- i) agrees on a best efforts basis to promote the business and also the franchisee both nationally , internationally and regionally (not limited to locally)in relevant national, international and regional mass media communication channels, and strengthen the respective brands and goodwill.
- ii) Training and Development for easy sales closure of products and services.
- iii) Provide cheapest B2B rates on Flight tickets
  - iv) Every referral by Franchisee shall fetch Rs 10,000.
- v) B2B rates on Yatras, Online Puja , Online Prasad, Astrology Consultation, Ayurveda Consultation and Funeral services.
- vi) Back office operations – Operational support to the Franchisee.
- vii) Additional benefits of 2% on New Franchisee's profits to the referral Franchisee.
- viii) BTL and ATL activities at locations to be done by the Franchisee.

#### **b) The Franchisee:**



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- i) shall have a dedicated Relationship Manager who shall be a one point of contact (POC) for the Franchisee. The Franchisee shall also earmark escalation points of contact and shall inform the Company of the same.
- ii) will take part in contests and rewards announced by the Company from time to time which will include prizes in cash and/or in kind (national and international travel) as per targets achieved by the Franchisee.
- iii) shall not carry out any activity which are outside the scope and purview of the Company and will not indulge in any illegal and unlawful activity which will bring disrepute to the Company.
- iv) Shall keep the Confidential Information of the Company safe and confidential, and shall promptly return the same to the Company upon the expiry of the Term of this Agreement or early termination hereof.
- v) shall inform the Company in writing in the event it is approached by a Competitor of the Company for a Franchisee during the Term of this Agreement.
- vi) Shall not subcontract this Agreement without consent of the Company.

### V. TERM AND TERMINATION

This Agreement shall be effective for a period of **36 months from / /2023 till / /2026** (both days inclusive) and may be renewed in writing, from time to time, basis mutual consent of both the Parties.

Either Party may terminate this Agreement by giving a **sixty (60) day** notice to the other Party. Additionally, upon breach of the terms of this Agreement, the non-breaching Party may by a written notice sent to the breaching Party be entitled, without prejudice to any rights, which it may have in equity or at law, to:

- (a) Order for specific performance of the terms of this Agreement and seek damages; or,
- (b) May terminate this Agreement and claim damages.

Upon termination of this Agreement, the accrued rights of the Parties shall not be affected. The Franchisee shall handover all the Confidential Information to the Company promptly, and the both Parties shall clear all outstanding dues within a time period of 60(sixty) days.

### VI. NET MARGINS

All business generated shall be in the below ration of net margins:-



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Franchisee Fees Nonrefundable including GST for Tier1 Cities	Franchisee Fees Nonrefundable including GST for Tier2 Cities	For Inbound Traffic	For Outbound Traffic
Rs 40,000	Rs 30,000	50% Franchisee -50% Company	65% Franchisee -35% Company

Business generated by MTI executed through franchisee is termed as 'Inbound Traffic'. While business generated by franchisee on any destination of MTI is termed as 'Outbound Traffic'. The Franchisee upon execution of the Agreement will inform by a letter addressed to MTI about its willingness of subscribing the stipulated franchisee fee of Rs.30,000 and mention the mode of payment of the agreed franchisee fee in the said letter.

### VII. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India, and the courts of Kolkata shall have exclusive jurisdiction. Any disagreement between the Franchisee and the Company shall be resolved by arbitration as per the terms of the Arbitration and Conciliation Act, 1996. Three Arbitrators shall be appointed and the language of the Arbitration shall be in English and the venue shall be Kolkata. Any dispute regards the above shall be heard in the Court of Law under the jurisdiction of Kolkata.

### VIII. MISCELLNEOUS PROVISIONS

- Force Majeure/Act of God - Neither Party shall be responsible for any delay or default in performance of its respective obligations due to the occurrence of Force Majeure Event. A Party unable to perform its obligations due to such occurrence shall immediately inform the other Party to that effect. A Force Majeure Event shall mean any incidence or situation occasioned by war, fire, explosion, flood, cyclone, strike, lockout, terrorist attacks, embargo, act of God, or any other similar cause to the extent beyond reasonable control of either Party.
- Both Parties represent and warrant to the other that it is duly incorporated under the laws of India, and adhere to respective statutes and regulations as applicable to them.
- Any amendment to this Agreement shall be in writing and with the mutual consent of both Parties.
- Counterparts – This Agreement may be executed in two counterparts, both of which shall be treated as original. The English language text of this Agreement shall prevail over any translations thereof.



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- e) Indemnity – The Franchisee shall indemnify and hold the Company and its representatives and agents against all losses, claims, actions, damages, goodwill and reputational loss, penalties, costs and expenses resulting from (i) any willful misconduct or negligent acts or omission of the Franchisee leading to substantial losses to the Company, (ii) violation by the Franchisee of any its statutory obligations or violation of laws, rules or regulation as applicable to it in connection with this Agreement.
- f) Severability – If any provision under this Agreement is rendered void, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- g) Survival – The obligations in the Agreement relating to Term, Termination, Confidentiality, Indemnity, Dispute Resolution and this present clause shall survive the termination of this Agreement.

SAMPLE CERTIFICATE



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<b>Holygallivant Pvt Ltd</b>	<b>Franchisee</b>
Name & Designation of Authorized Signatory	Name & Designation of Authorized Signatory
Signature	Signature
Date-	Date-
Company seal	Company seal(if any)
<b>Witness 1</b>	<b>Witness 2</b>
Name & Address	Name & Address
Signature	Signature