



NSN HOTELS PRIVATE LIMITED

NSN HOTELS PROPERTY OB-BOARDING AGREEMENT

This agreement is made and executed at Delhi on _____

By and Between

NSN Hotels Private Limited, a one person company registered under Companies Act 2013, having registered office at **Rzd 59B, StreetNo.5, Mahavir Enclave, Near TVS Show room, New Delhi-110045**, acting through its Director & Authorized Signatory Mr. Amit Samanta ("hereinafter referred to as Company"), which expression shall unless repugnant to the context herein, include its representatives, authorized signatories, successors and permitted assigns.

And

..... (a company or proprietorship) having registered office at _____, acting through its Director or Proprietor or Authorized Signatory Mr./Ms. _____ ("herein after referred to as Hotel"), which expressions shall unless repugnant to the context herein, include its representatives, authorized signatories, successors and permitted assigns.

"Company" and "Hotel" shall collectively be referred as "Parties" and individual as "Party".

WHEREAS, the company is into the business of providing or facilitating online hotel booking facility services to its customers and clients through its website i.e. (www.nsn.com)

And WHEREAS, the hotel has approached and requested to the company to get the marketing, promotion and online booking facility of its hotel rooms through the website of the company (**i.e <http://nsnhotels.com>**) and company has accepted the same request of the hotel and agreed mutually on the following terms and conditions as mentioned below.

NOW THIS AGREEMENT WITNESSETH AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS.

1. TERM

1.1 This Agreement shall be deemed to have come into effect on and from the date of execution of this agreement and shall continue for a period of one (1) year from the date of execution. ("**Term**").

1.2 The Parties hereby agree that upon expiry of the term or the renewed term, as the case may be, this Agreement shall automatically renew for a further term of 1 (One) year.

2. SERVICE FEE

2.1 Hotel agrees to pay the service fee Each individual booking at the rate of **20%** of the actual booking amount + **Applicable GST**, as visible on the company's website and android/IOS application and mutually agreed between the parties, to the company for availing its services,

In case of online payment made by customer then before check in of customer the same has been transfer to the hotel account before guest check in else hotel owner has full right to reject the check-in of the customer

MINIMUM ALLOCATION AND PARITY

2.2 Hotel hereby commits to Company a minimum number of Hotel rooms and packages ("**Inventory**") as may be set out on the website and android application of the Company for reservations/distributions by the Company through various channels available to it. Company invites the Hotel to provide additional



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2.3 The Hotel shall ensure that Rate Parity is maintained in respect of the Inventory at all the portals and he has to maintain the inventory and price at the Partner panel which will be provided by NSN free of cost.

2.4 In case the price has not been maintained and booked by the customer then hotel should cater the guest on the same price available on the portal and app. All the mail and message communication should be on automation mode where in case of any change of any communication the same has to inform to NSN for further action to overcome any communication gap.

3. HOTEL OBLIGATIONS, RESPONSIBILITY AND SERVICE CONDITIONS

3.1 The rates shall be fixed by Hotel and updated to Company's platform. Additionally, Company may at its discretion also offer promotions and offers to promote the booking of Hotel rooms.

3.2 The Hotel shall at all times honor all bookings and reservations done by Company's customers, once the booking is confirmed by the Company. Further, Hotel shall ensure that, once confirmed to the customer, no bookings shall be cancelled and/or modified, without the express consent of the relevant customer. Further, in case the Hotel is unable to honor any such booking or reservation due to any reason whatsoever, the same shall be considered as a material breach. In such a case the Hotel shall, at all times make accommodation at comparable (if not identical) or better alternate accommodation, at its own cost and expenses, to honor the confirmed bookings or reservations. The Hotel shall be solely responsible directly or indirectly for any consumer complaint arising out or in relation to Hotel's inability to honor the bookings.

3.3 The Hotel is bound to accept a customer as a contractual party, and to handle the online reservation in compliance with the information contained on the Company channel at the time the reservation was made, including any supplementary information and/or wishes made known by the customer/guest.

3.4 System will provide the Hotel with a user ID and password which allow the Hotel to access the dashboard. The Hotel shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the System. The Hotel shall immediately notify Company of any (suspected) security breach or improper use.

4.1.0 Hotel should not install any hidden camera or any recording devices which will capture any personal recordings of any individual which may affect to leakage of customers personal privacy. In case of any case will be found Hotel Owner will be responsible and liable for the legal implications.

4.10 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the services herein;

4.11 All information, content, images, facilities, amenities etc. available at the Hotel's website or provided by the Hotel to the Company are true, correct and updated at all times;

4.12 The Hotel shall at no time charge any extra charges, taxes and/or levies, over and above what has been specified at the time of booking. The Hotel shall only charge the customer for any additional facility used by the customer which was not included while making the booking;

5. CANCELLATION REFUNDS AND RETENTION POLICIES

5.1 Every booking shall be made, amended or cancelled by informing the Company in writing. The Hotel undertakes that it shall ensure parity in respect of cancellation policy as well, across channels. Notwithstanding anything said above, any booking made on hourly basis will not be cancelled by the Hotel in any circumstances and shall be honored mandatorily.

5.2 The cancellation, retention and refund policies of the Hotel shall be uploaded/updated by the Hotel to System and any modification thereto shall be intimated in writing to Company.



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6. PROCESS FOR DEALING WITH CUSTOMER DISPUTES

5.3 In case the Company receives a complaint from a customer regarding the Hotel, the Company shall communicate the same to the Hotel and Hotel shall be obligated to respond the same within 2 working days of intimation by Company. The Company may at its sole discretion mediate such dispute between the Hotel and the customer. The decision of the Company shall be final in respect of such a dispute. If the resolution involves refund by the Hotel to the customer, the Hotel shall refund such amount to the customer within 48 hours of the Company requiring the Hotel to do so. In the event no amount is refunded by the Hotel, the same shall be refunded by the Company and such amount shall become payable by the Hotel to the Company as debt owed to the Company and shall be paid by the Hotel within seven days of being notified to do so by the Company.

5.4 The Company is not responsible for and disclaims any and all liability directly or indirectly in respect of such claims from the customers. The Company may at all times and at its sole discretion (a) offer customer (support) services to a customer, (b) act as intermediate between the Hotel and a customer, (c) provide -at the costs and expenses of the Hotel alternative accommodation of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Hotel, or (d) otherwise assist a customer in its communication with or actions against the Hotel.

5.5 In case of any incident, of any kind, happens with the customer at the premises, approached through the website or android application of the company, due to the mistake or default of the Hotel or its employees, contractors, vendors or any third party related to it, whether directly or indirectly, then the Hotel shall be solely responsible for the same in that case and shall indemnify the Company for any and all claims arising from the same.

7. MISCELLANEOUS

7.1 Amendment

No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

7.2 Termination

The Company reserves the right to terminate this Agreement with immediate effect in the event of any material or other breach of the provision of this Agreement by Hotel including without limitation on the Hotel's inability to offer Inventory, Inventory and rate parity not being maintained by the Hotel, failure to issue invoices to customers, bankruptcy or winding up proceedings against the Hotel, change of Control of the Hotel or multiple escalations from customers against the Hotel i.e., customer satisfaction index. Hotel shall duly intimate Company of any change of Control. For the purposes of this Agreement, a person shall be deemed to "Control" another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such other person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have corresponding meanings.

Even after the termination of this Agreement, Hotel shall honor any bookings made by Company's customers up till the effective date of termination. Hotel may also terminate this agreement by giving 30 days prior written notice and shall be responsible and liable to honor any bookings made by Company's customers up till the effective date of termination and shall clear the pending dues to the Company within 7 days from the date of completion of 30 days.

7.3 Arbitration and Jurisdiction

All claims arising under this Agreement shall be resolved amicably by the Parties. If such dispute is not resolved amicably between the Parties within 30 days then the same shall be referred to arbitration. The arbitration proceedings shall be carried out by a sole arbitrator appointed by the company in accordance with the rules and regulations under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at New Delhi in English language. Subject to the above, the Parties agree to submit to the exclusive jurisdiction of



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7.4 Notice

All correspondence and notices under this Agreement shall be given in writing at the following address: In case of a change in address, each Party shall notify the other Party, in writing, about such change.

Entire Agreement

This Agreement contains the entire Agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter.

IN WITNESS WHEREOF the Company and Hotel have signed this agreement on date, month and year as mentioned above in the presence of following witness:

For and on behalf of Company For and on behalf of Hotel

Director

Authorized Signatory

Witness

- 1.
- 2.
