Memorandum of Understanding

Between

Maharashtra Tourism Development Corporation (“MTDC”)

And

Stakeholders

For

TO GET PROMOTION IN THE MARKET THROUGH MTDC’S WEBSITE
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING has been made and executed on this ______ day of the month of______, 2016 at Mumbai

BETWEEN

Maharashtra Tourism Development Corporation a government of Maharashtra undertaking, having its registered Head office at C.D.O Hutments, Opp. LIC Building (Yogkshema), Madame Cama Road, Mumbai 400 020, through its Managing Director Dr. Jagdish Patil, hereinafter referred to as “MTDC” (which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the First Part

AND

Name and address of the Stakeholder/s-----------------------------------------------
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WHEREAS as agreed by signing this MOU Stakeholder/s who will register their properties from launching date of website to 6 months; will have presence on website for one year from the date of its registration.

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A. AND THEREFORE IT IS AGREED BY AND BETWEEN BOTH THE PARTIES HERETO IS AS FOLLOWS:-

B. Role of the MTDC

1. MTDC will not provide any financial support to the Stakeholders for operations in website.
2. MTDC will provide same standard template for all stakeholders
3. MTDC will provide followings to stakeholders as per their Model.
4. MTDC reserves the rights to decide the Subscription fees of each module will be chargeable after six months.

Model 1: **You have your own Website and booking engine.**

In this scenario we will integrate your website and you’re booking engine in our website.

Model 2: **You have your own Website but without having booking engine.**

In this case we will create booking engine for you and integrate with our website.

Model 3: **You neither have website nor booking engine.**

In this case we will create micro site, your booking engine and integrate in our website.

C. Role of the stakeholder

1) Stakeholder should have proper License and registration all required and necessary documents ready for the inspection.
2) Should provide authenticate content and Information to website.
3) Should have maintained prescribed standard of service at point of sale as mention on website.

D. Term:
1. Listing of stakeholder with in specified 6 month from launch date will get 1 year free listing from registration date on our web portal.

2. New listing of entity after 6 months from launch date will be chargeable and subscription fees will be decided by MTDC.

E. Force Majeure:

a. “Force Majeure” means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any typhoon, earth quake, volcano eruption, flood or other form of natural catastrophe or Act of God; any strike, lock-out or other action; any acts, restrictions, regulations, by-laws, prohibitions, requisitions or measures of any kind on the part of any Governmental, parliamentary or local authority; and any war, civil commotion, insurrection, embargo or other acts of third parties).

b. If either party is affected by the Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

c. Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance.

F. JURISDICTION

All cases in connection with this MOU shall be subject to the jurisdiction at Mumbai city only. The present Agreement shall be governed by the laws of the Republic of India, and each party submits to the jurisdiction of the Indian Courts.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement on the day, month and year first mentioned hereinabove. This Agreement is signed and executed by all the parties in presence of each other as well as in the
presence of the witnesses mentioned below who have also signed this Agreement in presence of all the parties.

For & on behalf of the
Maharashtra  Tourism  Development
Corporation

____________________
Name:                          ______________________
Designation:                  Name:

____________________
Name:                          ______________________
Designation:                  Designation:

Place:                        Place:
Date:                         Date: