

आयकर विभाग

INCOME TAX DEPARTMENT

SRIRANGASWAMY G S

SANNARANGAPPA

21/05/1981

Permanent Account Number

BMJPS9943J

Sri S. S.

Signature



भारत सरकार

GOVT. OF INDIA



08022012

PARTNER AGREEMENT

This Partner Agreement (hereinafter referred to as "Agreement") is executed on this 12th day of JAN 2017 (hereinafter referred to as the "Execution Date")

By and between

Clear Car Rental Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its Corporate office at T-18, Dnyanpeeth Campus II, Opposite Garware stadium main gate, STPI, MIDC Chikalhana, Aurangabad-431003.INDIA (hereinafter referred to as the "Company" and includes its affiliates, subsidiaries and holding companies);

And

Kaarunya Tours And Travels a Proprietorship Company, having its principal place of business at #56 Ismail coconut garden manjunatha nagar Bangalore 560073 (hereinafter referred to as the "Partner")

Both the Company and Partner are collectively referred to as "Parties" and individually as "Party"

NOW THEREFORE THE AGREEMENT WITNESSETH AS FOLLOW:

PARTNER REPRESENTATIONS AND WARRANTIES OR WITNESSETH:

- A. Partner represents and warrants that the Partner possesses, and shall possess throughout the subsistence of this Agreement, the necessary infrastructure and expertise to display and sell its Cab Service on the Company's Website and to timely perform its obligations under the bookings thus made by the Customers.
- B. Partner represents and warrants that it has valid and subsisting certifications, affiliations, licenses, permissions and approvals as required to be taken from the relevant authorities for the performance of its obligations and that it shall comply with all applicable laws, rules and regulations, and the amendments thereof. Partner further represents that it has undertaken all checks and compliances required by regulatory authorities for providing and operating cab services including verification of cabs and drivers.



- C. Company is inter-alia engaged in the business of providing travel and tourism related services.
- D. Partner is inter-alia engaged in the business of operating and providing online Cab Booking Service (hereinafter referred to as "Cab Service") the Partner is desirous of listing, marketing and selling its Cab Service on the Website to Company's customers (hereinafter referred to as the "Customers") and the Company accepts to engage the Partner on its online marketplace on the terms and conditions stated herein and mutually agreed between the Parties
- E. Company wishes to offer to its customers reliable transport service for transfers to airport/railway station/hotel/outstation travel/sightseeing/ or any desired location.
- F. Company has identified Partner as a source of provider of transport services and desires to engage from time to time during the term of this Agreement to provide transport services.
- G. The Parties desire to enter into this Agreement for the purpose of setting out their mutual rights and obligations in relation to the Services to be provided by Partner.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties do mutually agree as follows:

ARTICLE 1: DEFINITIONS

- A. The term "Confidential Information", as used herein, means information that is dated, whether marked or not as confidential, and disclosed in writing or online by one Party to the other during the term of this Agreement about its trade secrets, and/or business affairs; the term shall not apply to such information that, as can be shown by the receiving Party by competent evidence, are in or have become part of the public domain without fault or omission of such Party
or,
were in the possession of such Party prior to the date of this Agreement,
or,
have been received legally by such Party from a third party.
- B. The term "Agents", as used herein, means employees of Partner who perform services for Company on terms set forth in this Agreement.
- C. The term "Company" as used herein, means Company, its divisions, affiliates, joint ventures, successors.
- D. The term "Fees" shall mean all amounts due from Company to Partner for services rendered under this Agreement.
- E. "Work Location" means any or all locations where services are to be provided.
- F. The term "Services", as used herein, means transport services performed by Partner and its employees for Company in connection with the provision of transport Services, wherever those Services may be performed as further described in the Service Voucher.
- G "Service Voucher" means a document that describes the Services containing particulars of the Services to be provided by the Partner, which may be shared over an email or any other mode as agreed between the parties.



H "Dashboard" is a password protected web page which is accessible by the Partner over the internet and shares real-time booking/cancellation information. The Partner can update the driver and car details in it

ARTICLE 2: APPOINTMENT

Company hereby appoints the Partner on a non-exclusive basis for the provision of transport Services to Company customers as requested by Company from time to time during the term of this Agreement. Partner hereby accepts the appointment by Company. Necessary operational details are specified in Annexure A.

Modes of operation are specified herein below:

Mode of Operation: 1

Company will share the booking information to the Partner immediately at the time of booking via (SMS, dashboard / email / web App of SAAS based software).

The booking will be considered to be "confirmed" if the Company send the booking information before the agreed advance purchase time.

The Partner then updates the driver name, car no. and Mobile /cell number of the driver, on the dashboard. And provides cab for customers on time.

Operational details: 2

Company will share the booking information to the Partner immediately at the time of booking via (SMS, dashboard / email / web App of SAAS based software).

Partner confirms the booking within 1 hours TAT by hitting "reconfirm" on Partner dashboard. In case he does not revert in the time we assume the non-availability of the cab.

The Partner then updates the driver name car no. And Mobile /cell number of the driver, on the dashboard. And provides cab for customer on time.

ARTICLE 3: AGREEMENT TO PROVIDE SERVICES

3.1. Dear Sir,

Greetings From Clear Car Rental Pvt Ltd.....!!

Please find the attached new tariff. Please go through it and send your approval for the same.

So we can continue the business with your company.



We are looking forward to you as a long time vendor from your city

For any further queries and clarifications please feel free to contact us.

Looking forward to your quick and positive response on this.

- 3.2. This Agreement shall operate as an agreement between Company and Partner containing terms and conditions which shall apply to Services requested by Company from time to time, which Partner agrees to provide, and which shall be covered by a Service Voucher. Partner shall provide Services by duly completing and providing services as per Service Voucher.
- 3.3. Partner acknowledges that Company may enter into similar agreements with other parties and understands that Company may, at its sole discretion, select other Partner's/third parties to provide similar Services.

ARTICLE 4: SCOPE OF SERVICES

- 4.1. Services to be supplied:
- 4.1.1 Partner shall use its best efforts to make available to Company such numbers of transport vehicles as Company shall request from time to time beyond the agreed minimum inventory.
- 4.1.2 Company agrees to provide to the Partner Work Location where the Services has to be provided and contact telephone number of Company's customers and any changes thereto by Service Voucher.
- 4.1.3 Partner must send confirmation to the customer 6 hours in advance before pick up.
- 4.1.4 Partner will provide dashboard with Company in advance.
- 4.1.5 Partner shall then provide Services to Company customers who can prove to be Company customers, by displaying an e-voucher e-mailed to them by Company while booking. Any Partner employee/contractor has the right to ask for the printout of this voucher which the customer must carry with him/her. Customer may be refused Service on grounds of inadequate proof/ documentation.
- 4.1.6 Partner shall execute all bookings sent by Company promptly, maintaining punctuality and adhering to a commonly agreed-on set of service levels, and shall ensure timely and safe Service to Company customers.
- 4.1.7 Partner agrees that Company has the right to terminate any Service Voucher, subject to the terms of cancellation policy, without incurring any charge or penalty.
- 4.1.8 Cancellation policy shall be mutually agreed and shall be specified in Annexure C.
- 4.1.9 Company shall not be liable to pay for any additional service/s provided by the Partner on the requests of the customer, which are not specifically mention in the Service Voucher.



- 4.1.10 Partner agrees that it shall not provide similar Services to any of Company competitor at rates below than provided to Company.
- 4.1.11 Partner shall provide all customer support in connection with the Cab Service. In the event, any complaint is received by the Company for the deficiency in services provided by the Partner, the Company shall forward the same to the Partner immediately and then the Partner is bound to resolve the complaint in a time bound manner.
- 4.1.12 Partner shall ensure that the Company is never made a party to any Customer claims or queries and it shall be the sole responsibility of the Partner to resolve all Customer queries or issues within the timelines .

ARTICLE 5: TERM

This Agreement shall commence on 1st Jan 2016 (commencement date) and shall be valid until expressly terminated as per the terms of this Agreement. All obligations accrued during the term of this Agreement shall survive termination.

ARTICLE 6: Partner'S OBLIGATIONS

- 6.1. Partner shall ensure that all its Agents or Employees engaged in the provision of the Services will at all times during the term of this Agreement while at work location or during Service provision:
- 6.1.1. Act diligently, ethically, soberly and honestly.
- 6.1.2. Wear the Company's identification badges.
- 6.1.3. Not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions.
- 6.1.4. Arrival to be done with Company Paging / Company PlaCard with the Guest Name mentioned on it.
- 6.1.5. Car Driver's should be in uniform provided by Partner & the condition of the car should be very good.
- 6.1.6. The Turnaround Time (TAT) for booking confirmation will be as specified in Annexure A. Any non-observance of TAT will amount to breach of the terms of this Agreement and Company shall have the right to terminate this Agreement.
- 6.1.7. Partner shall provide regular updates to Company i.e. Regarding Strikes/ road blocks/ natural disaster etc within its location.
- 6.1.8. Regular follow up with Company Guests like :-
Providing contact details of the driver & car info 8 hours prior to arrival to the Guest & Company Dashboard.
To regularly check the well being of the guest while he / she is on tour (Situation update)



12.5.1 Either of the Parties shall be entitled to terminate this Agreement, without assigning any reason thereof, by serving a 30 days' prior written notice to the other Party.

12.5.2 Company shall be entitled to forthwith terminate the Agreement in case of breach by the Partner of any of its obligations, representations and warranties under this Agreement.

12.5.3 Company shall be entitled to terminate the Agreement in case the Company has reason to believe that the Partner is in breach of its obligations, representations or warranties under this Agreement or for any reason as per the Company's discretion.

12.5.4 Partner shall not be exonerated from its obligations towards the Company or Customers accrued on it prior to such termination. Partner shall be liable to honor all bookings made by the Customer prior to termination but performed post termination, in compliance with the terms of this Agreement.

12.5.5 Partner shall be liable to immediately pay any amount due and payable by it to the Company or the Customer at the time of termination. Company shall be entitled to set-off or deduct any amount payable by the Partner, including any Penalties as stipulated herein.

12.5.6 Company reserves the right to suspend display of the Cab Service inventory on the Company's Website, instead of terminating the agreement for any period of time, during which the Partner may not be allowed to sell your Cab Service on the website on the occurrence of any breach or without any breach.

12.5.7 During the Notice period, Company shall be entitled to delist the Cab Service.

ARTICLE 13 INTELLECTUAL PROPERTY RIGHTS

13.1 Each Party acknowledges and agrees that in addition to any other right the other Party may have at equity or law, each Party shall be entitled to petition for an injunction to prevent any unauthorized use by the other Party of any Intellectual Property Rights or proprietary information of the first-mentioned Party.



13.2 Except as specifically provided for herein, nothing in this Agreement shall give either Party any rights in respect of any Intellectual Property Rights owned by the other Party.

ARTICLE 14 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Parties, and a Party may not make or allow to be made, any representation that any such relationship exists between the Parties. A Party shall not have the authority to act for, or to incur any obligation on behalf of, the other Party, except as expressly provided for in this Agreement. Any association between the Parties shall be strictly on a principal to principal basis. However, to the extent of collection of booking amount from the Customer for further remittance to the Partner, the Company shall act as a 'pure agent' of the Partner.

ARTICLE 15 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement together with the Annexures hereto constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof and supersedes all other agreement, oral or written, made between the Parties with respect to such subject matter. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this Agreement shall prevail. Partner also represent that it have read the entire Agreement and also the appended Annexures. Partner hereby accepts all the policies attached to this Agreement and other rules and policies of the Company applicable to Partner. Any amendments or modifications to this Agreement can be made by the Company and notified to the Partner and shall be binding on both the Parties.

ARTICLE 16 NOTICES

Any notice or communication required to be addressed or given to the Parties shall be deemed to be served if given in writing at the following addresses:



<p>To the Company:</p> <p>Clear Car Rental Pvt. Ltd. T-18, Dnyanpeeth Campus II, Opposite Garware stadium main gate, STPI, MIDC Chikalthana, Aurangabad-431003.INDIA Email ID: <u> </u> With a copy to:</p>	<p>To the Partner,</p> <p>Kaarunya Tours And Travels, #56 Ismail coconut Garden Manjunatha Nagar Bangalore 560073 Karnataka India Email, ID: -srirangaswamy@gmail.com kaarunyatravels05@gmail.com</p>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written by their duly authorized representatives:

(Signature)
By: Mr. Yogesh Chavan
S
Unit Head
For: **Clear Car Rental Pvt. Ltd.**
Travels

(Signature)
By: Mr. SRIRANGASWAMY G
Bangalore-73
Proprietor
Kaarunya Tours And Travels



ANNEXURE A

Car Rental Operator General Information

Address of the operator: Kaarunya Tours And Travels,
#56 Ismail coconut Garden Manjunatha Nagar Bangalore 560073 Karnataka India

Telephone No. : +91 8495999778
Website (if any) : www.kaarunyatravels.com
Fleet Composition : As per attachment

Operational Information



Contact Person for daily operations : Srirangaswamy GS

Contact No. 1 : +91 9986535005

Contact No. 2 Landline : +91 8495999778

Email Id : srirangaswamy@gmail.com,
kaarunyatravels05@gmail.com

24 X7 Escalation Contact No. : +91 9986535005

Payment to be drawn in favour of : Kaarunya Tours And Travels

Address for Cheque : #56 Ismail coconut Garden Manjunatha Nagar Bangalore
560073 Karnataka India

Beneficiary Account Name : Kaarunya Tours And Travels

Bank Name & Address : **State Bank of India Dasarahalli**

Account Number :36420116455

Account Type :CURRENT A/C

IFSC/RTGS Code :SBIN0017736

PAN Number : BMJPS9943J

Service Tax No : BMJPS9943JSD003

Account Contact Person : Mr Sandeep SBI Manager

Account Contact Number : +91 9480841589

Account Email :

ANNEXURE B

INVENTORY CHART

CAR DETAILS

CAR DETAILS		
Car Name	No of Own Car	<u>Attach Out Cars</u>



Tata Indica	4	0
Tata Indigo	2	3
Swift Dzire	2	0
Toyota Etios	2	2
Toyota Innova	4	3

**ANNEXURE C
CANCELLATION CHART**

S. No.	Cancellation Request Window	Cancellation Penalty
1	Within 4 hours of boarding time	20% of the total payable amount to the Partner by Company

- **Cancellation request** means any cancellation request furnished by the Customer or Company for a particular booking over the phone or via e-mail/SMS or system generated information.
- **Boarding time means** the time furnished by the Customer while making the booking.



STATEMENT OF ACCOUNT

STATE BANK OF INDIA
 DASARAHALLI
 NO.590/33,BUVANESHWARINAGAR
 T. DASARAHALLI
 Branch Code : 17736
 Branch Phone :
 IFSC:SBIN0017736
 MICR:560002236

KAARUNYA TOURS AND TRAVELS

#56, ISMAIL COCONUT GARDEN,
 MANJUNATH NAGAR, NEX EXT.
 BANGALORE
 560073

Account No. : 36420116455
Product : CA-GEN-PUB OTH-NONRURAL-INR
Currency : INR

Date : 06/01/2017 **Time :** 16:10:43 **E-mail :**
Cleared Balance : 10,100.00Cr **Uncleared Amount :** 0.00
+MOD Bal: 0.00
Limit : 0.00 **Drawing Power :** 0.00
Int. Rate : 16.70 % p.a. **Nominee Name :**

Statement From 06/01/2017 to 06/01/2017 **Page No. : 1**

Post Date	Value Date	Details	Chq.No.	Debit	Credit	Balance
		BROUGHT FORWARD :				0.00
06/01/17	06/01/17	DEP TFR 99922 INTERNET BANKI INB IMPS/P2A/7006157 TRF FR 4597950162098			10000.00	10000.00Cr
06/01/17	06/01/17	DEP TFR 99922 INTERNET BANKI INB IMPS/P2A/7006157 TRF FR 4597950162098			100.00	10100.00Cr

CLOSING BALANCE : 10,100.00Cr

Statement Summary
Dr. Count 0 Cr. Count 2 10,100.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.
***** END OF STATEMENT *****

कायदेनुसार / कृपे भारतीय स्टेट बैंक
FOR STATE BANK OF INDIA
 शाखा प्रमुख / Branch Manager
 कायदेनुसार / कृपे / दासराहली शाखा
Dasarahalli Branch (17736), Bangalore-57





CENTRAL BOARD OF EXCISE AND CUSTOMS

Ministry of Finance - Department of Revenue



FORM ST-2

Shri/Ms. KAARUNYA TOURS AND TRAVELS, NO 56 ISMAIL COCONUT GARDEN MANJUNATHA NAGAR NEW EXT BANGALORE having undertaken to comply with the conditions prescribed in Chapter V of the Finance Act, 1994 read with the Service Tax Rules, 1994, and any orders issued thereunder is hereby certified to have been registered with the Central Excise Department. The Service Tax Code and other details are mentioned hereunder.

Name :	KAARUNYA TOURS AND TRAVELS
Address :	NO 56 ISMAIL COCONUT GARDEN MANJUNATHA NAGAR NEW EXT BANGALORE
PAN No :	BMJPS9943J
Name as in PAN :	SANNARANGAPPA GOPAGONDANAHALLI SRI RANGASWAMY
Nature of registration :	Registration of a single premise
Service Tax Code(Registration Number) :	BMJPS9943JSD003
Taxable services :	Tour operator services

ADDRESS OF BUISNESS PREMISES

Name Of Premises/Building :	KAARUNYA TOURS AND TRAVELS	Flat / Door / Block No :	NO 56
Road / Street / Lane :	ISMAIL COCONUT GARDEN	Village / Area / Lane :	MANJUNATHA NAGAR
Block / Taluk / Sub-Division / Town :	NEW EXT	Post Office :	MANJUNATHA NAGAR
City / District :	BANGALORE	State / Union Territory :	KARNATAKA
PIN :	560073	Phone Number :	8495999778
Mobile Number :	9986535005	Fax Number-1 :	
Fax Number 2 :		Email Address :	kaarunyat-ravels05@gmail.com
Premises Code :	SN0301A001		

SI No	Types of Services	Accounting Codes		
		Tax Collection	Other Receipts (Interest)	Penalties
1	Tour operator services	00440063	00440064	

CESSES

Note :

- In case the registrant starts providing any other taxable service (other than those mentioned above), he shall intimate the department.
- In case the registrant starts billing from other premises (other than those mentioned above), he shall intimate the department.
- These intimations and any other information which registrant wishes to bring to the notice of the department can be submitted on-line by the registrant after logging on to web-site.
- This registration certificate is not transferable.
- List of Accounting Codes is Enclosed. These may invariably be furnished in the challan at the time of making payment of service tax.

Remarks :	
Upload File :	

Date of Issue of Original ST-2 : 25/11/2016

Name and Signature of Central Excise Officer