

CONTRACT

Between

_____ &
M/S. ALL INDIA HAJJ AND UMRAH TOURS PVT. LTD.
_____, City.

This contract is made and entered on _____, between All India Hajj And Umrah Tours Pvt. Ltd., (Herein after called as Licensor or AIHUT which expression shall include its successors and assigns), on the one part through its President Mr. Sarwatullah Shaikh, Mumbai.

AND

M/s. _____
(Herein after called as licensee or Agency) through its Authorized signatory _____
_____ on the other part.

Whereas the Licensor is Mumbai based Hajj And Umrah Company Incorporated under the Companies Act 1956, Recognized by Ministry of Corporate Affairs, India. It is a Pioneer Company imparting AGENCY in Umrah Business. The Licensor has established a high reputation as to the quality of the services available at its tours which have set high standards and good-will and has been and continues to be of unique benefit to the Licensor and where as the Licensee recognizes the Benefit to be derived from being identified with and licensed by the Licensor and being able to utilize the Names, Logo, Services, Support which the Licensor is in possession of and where as the licensor wishes to make its Umrah Tours commercially available to the public at large and where as the licensee desires to be licensed to use the Name, Logo, Service and Support in connection with setting up of a Umrah Company in his own town, city, village as here in after defined in this contract .

Now therefore in consideration of the premises and mutual convenes and promises made hereinafter the parties here to agree as follows.

Section 1: USAGE OF NAMES

The licensee can use his own brand name to market Umrah Tours but has to compulsorily show prominently the logo of AIHUT in all his Media Campaigns and Office Sign Boards.

Section 2: CERTIFICATES

The Managing Committee of AIHUT scrutinizes all documents received from the licensee and upon complete satisfaction a final decision is taken by the managing committee to issue a Certificate of Membership to the licensee. Licensee is supposed to get the certificate framed and display it prominently in his establishment.

Section 3: OTHER BENEFITS TO AGENT

- Gets Certificate of Membership Signed by President and Vice President.
- Gets Identity cards issued for Proprietor & Manager etc.
- Flex Sign Boards, Print Sizes as per Agents requirements will be supplied. (Design Only - Soft Copies)
- One Cabin Baggage And One Passport Pouch.
- Exclusive competitive Umrah package rates.
- Umrah Training and Support for selling Umrah packages.
- Customized Diaries, Posters, Stickers, Bags, Pen and Souvenirs

Section 4: SUPPORT FROM THE AIHUT

- Will get complete support in preparing Umrah Package customized to their Needs.
- Agents can also join in existing AIHUT Umrah Tours if they cannot make a Group.
- Will get business support by regular promotion in Print and Web Media.
- Will Get a Listing on Agents Page of AIHUT Website. (With Link to agents own site)
- Will Get unlimited Free Emails under aihut.in website.

Section 5: QUESTIONS AND QUERIES

Any service or queries from the licensee are to be forwarded by email with Attn Agency dept – aihutpl@gmail.com, marking a cc to the MD – info@aihut.in. Such queries shall be replied within two working days. The licensee should also send a hard copy of such query to the licensor by Courier / Registered post.

Section 6: TOURS THAT Members CAN SUPPORT

The LICENSOR can extend support to the Agency on the below mentioned tour Program.

- a) Complete All Inclusive Umrah Tours..
- b) Hotel Reservation.
- c) Transportation Arrangement.
- d) Umrah Visa Assistance.
- e) Ticketing Assistance all over India.
- f) Ground Support in Saudi Arabia.
- g) Catering and Food Arrangements in Saudi Arabia.
- h) International and Domestic Air Tickets.
- i) International and Domestic Holiday Packages.
- j) Visa of All Countries.

Section 7: INSPECTIONS

The Licensee should allow any of the licensor's representatives to inspect the centre at any time during the working hours of the office and the licensee is not supposed to hide any Information to any queries that our representative raises.

Section 8: AGENCY FEES

A refundable one-time security deposit of Rs.50,000/- (Fifty Thousand only) has to be made in the form of Cheque/Demand Draft in favor of **“ALL INDIA HAJJ And UMRAH TOURS PVT. LTD”** as a part of Agency Fee, while signing this contract . This Security deposit has a locking period of three years and will remain with AIHUT till the Agent wants to work with AIHUT. Apart from this an annual agency fees of 10,000/- (Five Thousand Only) would also be applicable. Security Deposit will be held with AIHUT and will be refunded Interest free at the time of closure of Agency.

Section 8(a): REFUND POLICY

At the time of Refund any Outstanding towards Umrah or Hajj Fees or towards Annual Registration charges will be deducted and Refund of the Remaining amount will be made.

Section 9: AGENCY MEETINGS

There will be one annual general meetings per annum at Mumbai. The licensee should attend these meetings called on by the licensor and such attendance is mandatory.

Section 10: TERMINATION:

Licensor has every right to terminate the Agency at any point of time, with prior notice of 90 days...

A person shall cease to be a member of AIHUT:

- On his/her death in case of a Proprietorship Company.
- On the resignation by the member.
- If he/or she is convicted of any Criminal offence.
- If expelled from the Organization.
- On non-payment of the dues accruing to the Organization within two months of the due date, and the decision terminating membership has been taken by the Managing Committee.
- In the event of dissolution of partnership or Association or on any change in its constitution, the continuation of the membership will be subject to the approval of the Managing Committee.
- In the event of the Company being wound up under the Companies Act, 1956.
- In the event of takeover or amalgamation / merger of the Company, under the Companies Act, 1956 , continuation of the membership of the Company will be subject to the approval of the Managing Committee.
- If the licensee does not stick to any of the guidelines set forth.

If the licensor receives any applications from the same city, the licensor shall consult the licensee and shall take its views And opinion and shall understand about the credentials of the people involved in the proposed Agency And the area in which they are planning to establish the centre.

Section 12: PAYMENT TERMS

All Payments should be made through Cash/DD/ Online Transfers favoring All India Hajj And Umrah Tours Pvt. Ltd

Section 13: CANCELLATION POLICY:

Cancellation charges if any for Umrah are chargeable as per airline and hotel norms. Visa stamping fees is NON Refundable.

Section 14: CONDITIONS OF BOOKING:

All India Hajj And Umrah Tours Pvt. Ltd is Travel And Tour operator only, we do not control any Airline, nor we control any Coach Company, Hotel, Transport, or any other service mentioned in the brochure / pamphlet, as they are independently operating agencies. But we take care in selecting the necessary ingredients required for conducting the Tour keeping in mind your benefit And comfort. And just because we select them And inspect them we cannot be responsible for any Delay or Improper services provided by these Independent agencies. Also in case of Injury, Death or Loss / Damage which is caused by the act or default of the management or employees of any Hotelier, Airlines, Coach Operator/ Company who are independent contractors arising outside our normal selection and inspection process. We are not responsible for the delayed / deficient services if any granted by them or / any act or actions of co-travelers which may result in availing the following and / or other services on the Tour.

Section 15: CONDITIONS OF TRAVEL

The Tour Participant will have to strictly follow the Tour program and return to India as per the validity of the Tour. Strict Action will be taken against any person overstaying his VISA and not returning to India as per the tour program.

All Tours are subject to Laws of India and Saudi Arabia wherever applicable. The prices quoted in the brochure have been calculated at the rate prevailing at the time of printing of the brochure/pamphlet and are subject to change. The Company reserves the right to amend the Prices published in the brochure/pamphlet In case of currency fluctuations, changes in Airfare and changes in this various cross rates of exchange before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before departure by the Tour Participant.

Section 16: DOCUMENTS NEEDED

International Passports with minimum Six Months Validity, 6 Photos 6 cm by 4 cm, Signed Umrah Contract and Application Form. Single male should be above 40 yrs and Ladies any age cannot travel alone.

Section 17: TICKET CLASS

All Travel partners are requested not to issue NON REFUNDABLE Tickets.

Section 18: OVERCHARGING

All Travel partners are requested not to overcharge the clients and not to make false promises and maintain complete transparency with AIHUT. If any travel partner is found overcharging the Haji more than 25% of the actual cost and making false promises strict action will be taken by managing committee as deemed appropriate which may also result in his Agency being blacklisted and banned from doing Umrah business with All India Hajj And Umrah Tours Pvt. Ltd. AIHUT states that AIHUT shall have no liability for promises made by the Agency , it is clearly agreed that Agency is not an agent of AIHUT and he is Individually responsible for his acts.

IT IS MANDATORY FOR ALL UMRAH PILGRIMS TO FILL And SIGN UMRAH CONTRACT .

Section 19: CONFIDENTIALITY

“Agency” shall keep all information of confidential nature received from ALL INDIA HAJJ And UMRAH TOURS PVT. LTD in whatever form as strictly confidential and shall not disclose it to third Parties without the prior written consent of AIHUT. “Agency” agrees not to disclose revenue or Financial Information without AIHUT written consent.

Section 20: LIMITATION OF LIABILITY

The AIHUT shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Contract . For Any legal claims made by Consumer relating to overcharging , and financial offences, the Agency shall be responsible. There is no direct relation between consumer and AIHUT, and the Agency is responsible for his group.

Section 20: ARBITRATION AND JURISDICTION

All disputes and differences of whatsoever nature arising out of this contract whether during its term or after expiry

thereof are prior termination shall be referred to the sole arbitration to the licensor, whose decision will be final on every matter arising hereunder. The venue of arbitration shall be only Mumbai City.

Section 22: LAW AND JURISDICTION

All the Disputes shall be governed by the Indian Laws, and only Mumbai Courts shall have jurisdiction over the matter

Section 23: SIGNIFICANT EVENT NOTIFICATIONS.

AGENCY will keep AIHUT informed of any fact, matter or circumstance that has a significant bearing on AGENCY 'S ability to continue to operate the business in accordance with this CONTRACT and the SYSTEM STANDARDS. Without limiting the preceding requirement, AGENCY shall promptly, and in no event more than 7 days after AGENCY becomes aware of any of the following situations related to the business, provide NOTICE to AIHUT of the circumstances, and provide AIHUT with copies of pertinent documents, and any other information AIHUT requires:

- (a) Any notice of default received with respect to the SHOP PREMISES from the LANDLORD, a rental agent, mortgagee, or lender.
- (b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else.
- (c) Any governmental inspections, notices, claims, reports, warnings, or citations.
- (d) Any fires, robberies, injuries, or similar events occurring on or at the SHOP PREMISES.
- (e) Any other matters, including those not related to the SHOP, that could impair the good will associated with the MARKS or the SYSTEM.

Section 24: TRADEMARK AND IPR

All the Trademarks and IPR are the property of AIHUT only and the Agency is only allowed to use them as per the license in this contract

Section 25: NO FURTHER ASSIGNMENT OR SUB AGENCY

The Agency hereby agrees that he shall not assign this contract and also not give any Sub Agency or make sub agents, in event the Agency is found making sub agents this contract may be terminated.

Section 26: VALIDITY

This Agency Contract is Valid for a Period of _____ yrs and may be renewed on approval of AIHUT.

Section 27: NON COMPETITION CLAUSE

The Agency shall not compete with AIHUT at any time, at the termination of this contract, the Agency agrees not to do similar business in his district for 3 yrs after the termination of this contract. Also the Agency shall not get affiliated to any other Umrah And Hajj company and Travel Company, the Agency shall not market any other Travel And Tours Services without permission of AIHUT, during the validity of this contract.

Section 28: INCOME TAX & SERVICE TAX

The Agency shall be responsible for paying Income Tax & Service tax collected from customers, where ever applicable, he is responsible for paying the service tax to CBIT, he shall pay the tax timely and submit the challans to AIHUT.

Section 29: OTHER TERMS AND CONDITIONS

1. Package cost does not include any personal expenses during travel.
2. Food will be served from Next day after reaching Makkah as on first day Kitchen will be setup.
First day refreshments would be provided.
4. All Packages have hotel accommodation at 10-15 minutes (500-700 Mtrs) walking distance from Haram in Makkah and 5-10 minutes (200-500 Mtrs) walking distance in Madina.

5. Maximum baggage allowed per person is Thirty Kilos 30 Kgs in Saudi Airlines and Twenty Kilos 20 Kgs in Other Airlines
6. Everyone carries his own baggage hence please travel light. Excess baggage fees to be paid by Pilgrim. Coolie Services are Not Provided in any group
7. Ticket cost is taken to be 22,000/- per pilgrim (Adult) and Saudi Riyal is calculated at 16.00. Visa is considered 5000/- Any difference in the above will have to be borne by Pilgrim. Groups can be merged with other Travel Agents Groups if minimum passenger requirement is not met.
8. All India Hajj And Umrah Tours Pvt. Ltd accepts no responsibility for Luggage Losses, Injuries, Damages, Accidents and Additional Expenses due to delay of flights, Misconnection, Sickness, Bad Weather, Strike, War, Quarantine breakdown or Transport breakdown or the closure of Airport due to War etc.
9. All India Hajj And Umrah Tours Pvt. Ltd will not be responsible if the pilgrim misses his flight due to any reason and in such case the passenger will have to bear the cost of rescheduling in case the ticket can be rescheduled or else if the ticket is Non Refundable no refund will be made at all. If during the period of rescheduling the Umrah Visa Expires New Visa fees has to be paid by Pilgrim.
10. All India Hajj And Umrah Tours Pvt. Ltd shall not be responsible for any Loss, Delay, and Fading of color, Stains of any type or Shrinking of clothes by the Laundry service provider.
11. Due to unavoidable circumstances changes and alterations in the package have to be made regarding Hotel, Bus, Staying period or change of flight. ALL INDIA HAJJ And UMRAH TOURS PVT. LTD Reserves the Right to make alterations which pilgrim has to accept and for which no refund shall be made nor shall any claim be entertained.
12. After entering into Saudi Arabia no pilgrim of ALL INDIA HAJJ And UMRAH TOURS PVT. LTD shall be allowed to give up his/her companionship with his/her group. He/she will have to travel with the group and will not be allowed under any circumstances to leave the group. Nobody will be allowed to goto Jeddah outside the tour plan.
13. No liability on the part of ALL INDIA HAJJ And UMRAH TOURS PVT. LTD arising in any way out of this contract in respect of any tour shall exceed the total amount paid or agreed to be paid.
14. Satisfaction of the pilgrim is our prime consideration any claim or complaint by the client must be intimated to ALL INDIA HAJJ And UMRAH TOURS PVT. LTD. In the very unlikely event of there being something not to your satisfaction on the pilgrimage that is directly under our control, it should be reported immediately so that there is an opportunity to correct/rectify the same. The Tour Operator shall not accept liability in respect of claims which are not reported to us immediately.
15. Partly utilized services are also considered as fully utilized. In such circumstances no refund shall be applicable.
16. For all claims, disputes of whatever nature relating to the tours Marketed / Coordinated by All India Hajj And Umrah Tours Pvt. Ltd the Courts in Mumbai shall alone have jurisdiction.
17. All Deluxe Packages have Star Hotels with bathroom attached and Budget Package have Standard Economy Hotels or Buildings which may or may not have bathrooms attached.
18. Visa stamping is subject to approval by Saudi Embassy only Visa stamping fees is non Refundable. All passports will be under the custody of Umrah Company throughout the Tour.
19. All Travel partners are requested not to overcharge the clients and not to make false promises and maintain complete transparency with Head Office. If any travel partner is found overcharging the Haji and making false

promises his Agency will be blacklisted and banned from doing Umrah business with AIHUT. Also his security Deposit will be forfeited.'

20. It is mandatory for all Umrah pilgrims to fill & sign Umrah contract .

TERM OF THIS CONTRACT

This contract is valid till for One year, i.e. till _____

The said Agency will be located at _____

The licensor grants the license of ALL INDIA HAJJ And UMRAH TOURS PVT. LTD on Non-exclusive basis to

M/s. _____

with effect from _____ subject to the terms set forth above.

Imran R. Shaikh
Managing Director
(ALL INDIA HAJJ AND UMRAH TOURS PVT. LTD)
LICENSOR

Kamsin R. Shaikh
Operations Director
(ALL INDIA HAJJ And UMRAH TOURS PVT. LTD)
LICENSOR

This is the whole contract and understanding. I agree to all the above terms and conditions.

Agency Seal and Signature: _____
LICENSEE

In witness whereof the parties above named and have signed the above presents at Mumbai in the presence of the following witnesses. This contract is valid till _____.

WITNESSES

- 1.

- 2.

KYC SUBMITTED BY MEMBERS

Personal Details

Full Name: _____

Residential Address: _____

Office Address: _____

Phones: _____

Email: _____

Legal Documents

PAN Card No: _____

Service Tax No : _____

Shop And Establishment License No: _____

Passport No: _____

Driving License/ Election ID / Adhaar Card No : _____

Attach 5 Photos

(All Documents should be Self Attested)

History

Educational Qualifications: _____

Work History: _____
