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BX 799409

MEMORANDUM OF UNDERSTANDING

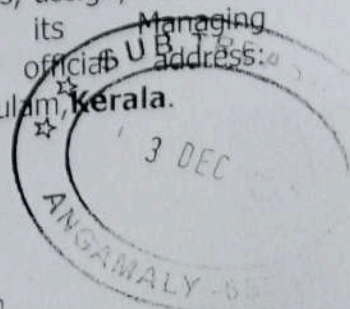
THIS AGREEMENT MADE ON this the **06th** day of **December 2019**

Between

M/s Osaka Connect Dot Com Pvt Ltd., a company registered under the Indian Companies Act, 2013 and having its Registered Office at 65/1448, Melangath Lane, Kaloor, Cochin, Kerala 682017, and having its operations office at Osaka Bhavan, Thrissur Road, Angamaly-683572 and represented by **Managing Director Mr. PB Boss, S/o Mr. PVBalakrishnan**, aged 50 years, residing at **Pallipatt House, Sivajipuram, Thuravoor P.O., Angamaly, Kerala-683572**, herein after called '**Osaka Connect** (First Party)

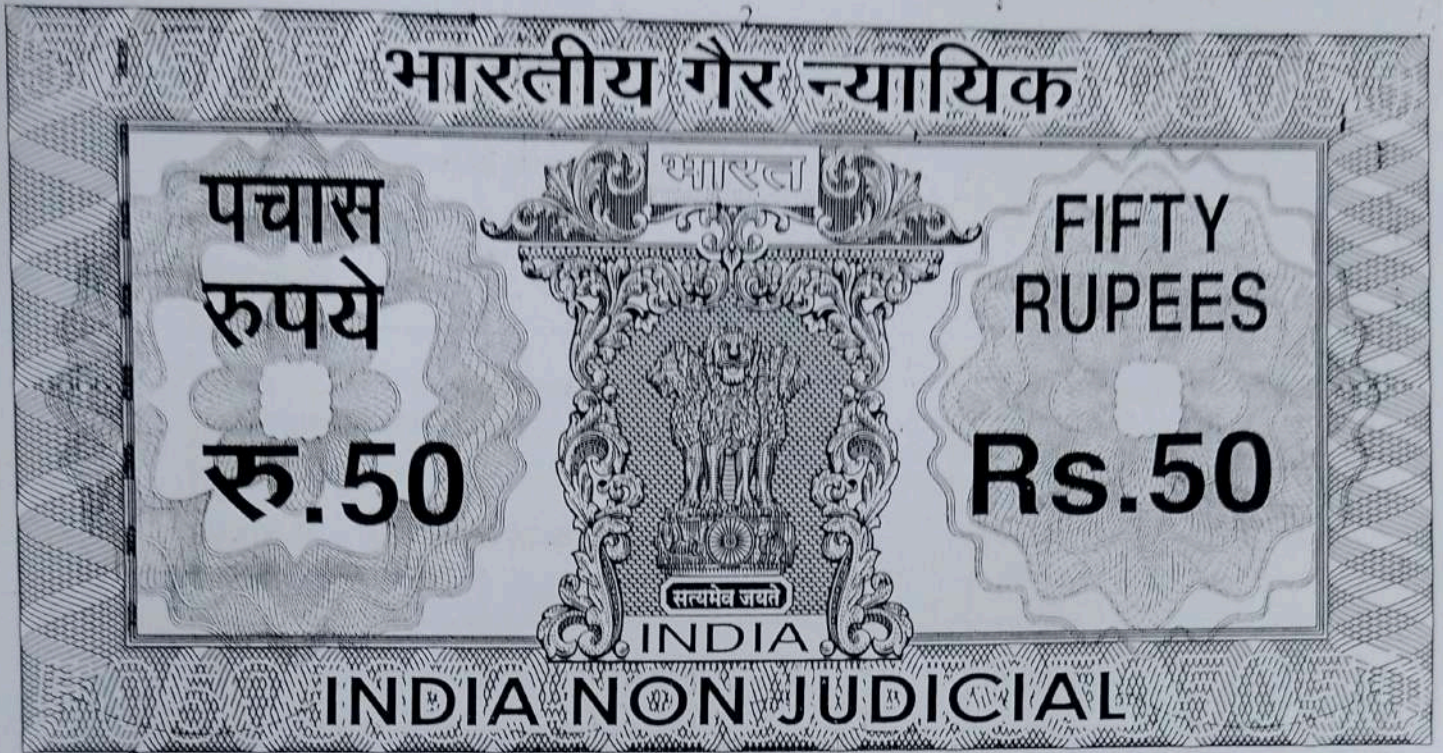
AND

M/s DDU Kaushal Kendra, Sree Sankara College which expression unless repugnant to the context and meaning thereto shall mean and include their successors, assign, nominees (hereinafter referred to as **agent**) through its **Managing Director/Director Mr. Anand Krishnaswamy**, aged 59 years, official address: **Adi Shankara Institutions, Shankar Nagar, Mattoor, Kalady P O, Ernakulam, Kerala.**



Shobha R
SHOBHA.R
Stamp Vendor
Angamaly

to 21828 / Rs 50
5-12-19
Sree Sankara College, Kalady



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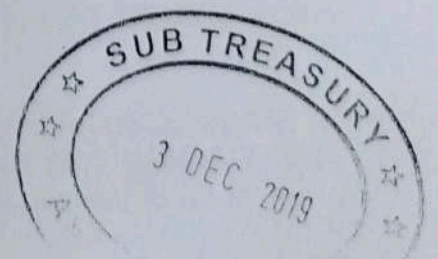
WHEREAS '**OSAKA CONNECT DOT COM**' is in the business of Travel Industry to provide Air Tickets both for International and Domestic Airlines and other travel related services.

AND WHEREAS the **client** is desirous of utilizing the services of '**OSAKA CONNECT.COM**' for purchasing Air Tickets both International and Domestic and also other travel related services, to which '**OSAKA CONNECT.COM**' agrees, subject to the terms and conditions noted below:

SCOPE OF THE AGREEMENT

'**OSAKA CONNECT**' will make available to the **agent** the services of International and Domestic Air Ticketing and other travel related services such as, Travel Insurance, Hotel accommodation, Bus Tickets etc. which '**OSAKA CONNECT**' presently offers to customers.

'**OSAKA CONNECT**' agrees to provide the services of International and Domestic ticketing and other travel related services to the **client** on the basis of requisition letters forwarded by the **client**, at the rates and other terms and conditions specified by **OSAKA CONNECT** from time to time.



NO 818 21. / 250
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Shobha R
SHOBHA.R
Stamp Vendor
Angamaly

That the invoices raised on the **client** by '**OSAKA CONNECT**' will be settled immediately or as per payment schedule given below.

Services	Period of Transaction	Payment Date
Domestic & International Scheduled Airline Tickets	Any Day	3 days from the transaction date
Domestic & International Budget Airline Tickets	Any Day	3 days from the transaction date
Any Other Travel Services	Any Day	Immediate
Osaka Connect – Top Up	Any Day	Immediate
Osaka Connect – Credit	Any Day	Immediate

Maximum credit at any given point of time will be **Rs...100,000/- (Rupees One Lakh Only)**

This contract between the parties herein is complete and the terms and conditions contained herein supersede all prior agreements and understanding if any, between the parties.

That all the dues payable to either party by the other party shall become immediately payable on the date of termination of this agreement. The expiration or the terminations of this

contract for any reason whatsoever shall not affect any obligation of either party having accrued under this contract prior to the expiration or termination of this contract.

II. RESPONSIBILITIES OF CLIENT

1. The **Client**, under written notification, should authorize persons to represent their firm for making necessary reservations and for issue and collection of Air Tickets and other travel services related documents from **OSAKA CONNECT**.
2. All payments due against purchase of tickets or any other travel related services to be paid by cash or deposited to bank account of '**OSAKA CONNECT DOT COM PVT LTD**', prior to collection of ticket/service or as per the mutually agreed payment schedule.
3. Client will be solely responsible for any violation of the laws, rules and regulations passed by the Governments and other local bodies from time to time and '**OSAKA CONNECT**' will not be responsible for any such violation on the part of client.

- 4. 'Osaka Connect' is not responsible for any activities of the client outside the purview of this agreement.
- 5. The client will be responsible and liable for all their transactions dealing with their customers and will indemnify 'Osaka Connect' of all claims, demands, costs, expenses etc. If any, arising out of such transactions/dealings.

III. VALIDITY AND AGREEMENT

- 1. This agreement will be in force for a period of 2 years from the date of this agreement and either party may terminate this agreement giving one month's prior notice to the other without citing any reason for such termination.
- 2. The parties to this agreement declare and represent that their respective representatives signing this agreement have full power and authority to sign this agreement on behalf of the parties.
- 3. **OSAKA CONNECT** shall not be liable for any failure or delay on performance of its obligations under this agreement, if that is due to natural calamities like epidemic, earthquake, floods, fire, riots, strikes, or similar circumstances beyond the control of 'OSAKA CONNECT'

IV DISPUTES AND JURISDICTION

- 1. All disputes and differences whatsoever either during the period of agreement or after the termination thereof, arising between the **Client** and '**OSAKA CONNECT**' shall be taken or settled in the Court of Law, and shall be within the territorial jurisdiction of the courts at Ernakulam.

IN WITNESSES WHERE OF, THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT ON THE 2ND DAY OF DECEMBER MONTH AND 2019.

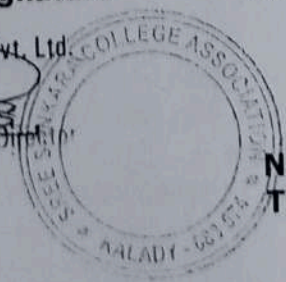
OSAKA CONNECT DOT COM PVT LTD DDU KAUSHAL KENDRA

Authorized signatory signature

Authorized signatory signature

For Osaka Connect Dot Com Pvt. Ltd.

[Handwritten signature]
*[Circular stamp: OSAKA CONNECT DOT COM PVT. LTD. * MANAGING DIRECTOR]*
Name: PB BOSS
Title: Managing Director



[Handwritten signature]
Name: ANAND KRISHNASWAMY
Title: Managing Director

Witness 1. Mr. Jaisankar. C. P (COO, AdiShankara Institutions) *Jain*

Witness 2. Mr. Ajith Kumar. K (Assistant Manager, Accounts - Osakaconnect.com) *[Signature]*