

# PROPERTY LISTING AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ (day) \_\_\_\_\_ (Month), \_\_\_\_ (Year) at Thiruvananthapuram

Hotel Name (Name in Black Letters): \_\_\_\_\_

(hereafter named as "Hotel") Location:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin code: \_\_\_\_\_

Hotel Registered Address: if same above please mark - Please mention same

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_ Pin code: \_\_\_\_\_

## Scope

It is agreed that the Hotel shall display the availability along with comprehensive and up to date product information in order that the said rooms in the Hotel shall be available for room bookings

• This Agreement its rates and terms and conditions shall also be applicable for the hotels/properties that are included and/or added by the hotel or under the trade name/mark of the hotel

## Hotel information

• Hotel will provide Sonachala.com with comprehensive and up to date product information, including photographs, and facility/service descriptions through Sonachala.com Hotel Merchant Model (BM) as described in Annexure B.

## Relation

• This Agreement is on principal to principal basis. i.e.) it shall not create any employer, employee relationship nor shall it be deemed to create any partnership, joint venture, agency between the Hotel and Sonachala.com

## Hotel Room Inventory and its Price

• The Hotel has agreed to provide Sonachala.com a \_\_\_\_\_ (no. Of rooms) room allotment for availability on daily basis for the period of the Agreement. It is further agreed and confirmed that the hotels shall daily without fail display and provide the said room allotment to Sonachala.com website through the extranet as per the "Annexure A"

• It is further agreed that the said availability and confirmation of the rooms are deemed to be guaranteed and any bookings carried thereto shall be honoured by the Hotel

• In the event of the failure to honour the said bookings under the said the Hotel shall be liable to comply under "condition clause" (Refer below) and thereon under the "Jurisdiction and Arbitration clause" and also pay any additional damages as claimed by any customer or third party as and claimed therein

• All information contained in this agreement is strictly confidential and must not be disclosed to third parties.

• It is further o Agreed that any additional rooms outside of the said allotment are subject to availability and confirmation by the Hotel. o Agreed that the Hotel shall be responsible to intimate to Sonachala.com of inability to commit and book the said rooms on ground of force majeure including but not limited to natural calamity, uninhabitable conditions of the hotel including construction or any such event that prevents the customers from availing the rooms or its facilities.

**"Condition Clause":** The Hotel shall be solely responsible to update/maintain the inventory and rates on Sonachala.com extranet. In the event, the hotel fails/omits to update, verify and/or amend the inventory and rates of the day on live basis (as is where is basis), the hotel shall honour all the bookings of the customers done through Sonachala.com for the Hotel by either accepting the booking or upgrading the booking at the same cost.

## Rate parity guarantee and Inventory Details

• The Hotel guarantees to Sonachala.com / that the sell price advertised on Sonachala.com / corresponds to the best available price for an equivalent stay and that a better price cannot be obtained by a Guest making a reservation with the Hotel directly or via another party or via another medium.

• Once Initial loading will be done you can manage these rates and inventory by using our Sonachala.com Hotel Merchant Extranet Log-In Payment Consideration/Fees Taxes/TDS

• Alternative accommodation and with the same (identical) inclusions. The Hotel will also immediately deliver a written apology to the Sonachala.com and/or its guest including an explanation absolving Sonachala.com of responsibility for supplier's / hotel's failure to honor the reservation

Sonachala.com will notify the Hotel of cancellation and reductions as early as possible, but in any case not later than the notice period specified in the contract

**Jurisdiction and Arbitration**

- This Agreement shall be governed by, construed and enforced in accordance with the laws of India and the Courts in Thiruvanamalai shall have exclusive jurisdiction
  - In the event the of any dispute between the parties the same shall be resolved through arbitration of Sole Arbitrator, nominated and appointed by Sonachala.com, as per the Arbitration and Conciliation Act, 1996 and its statutory modifications. The Hotel by consenting the terms of this Agreement and/or adhering to the same accepts the appointment of such a Sole Arbitrator, by Sonachala.com, to resolves any disputes among them
  - The proceedings shall be conducted in English and the venue shall be Thiruvanamalai and the language of the Arbitration shall be English Term and Termination
  - Period: This agreement shall be for a period of (1) one year from \_\_\_\_\_ (date) to \_\_\_\_\_ (date) and shall be renewed at the end of the period by the parties mutually in writing on such terms and conditions as the parties deem fit.
  - This agreement may be terminated at any time for any reason by either party by giving thirty (30) days prior written notice to the other
  - The Hotel shall honor any existing reservations from Sonachala.com at the time of termination, and all agreements herein with respect to these reservations shall survive the termination of the agreement.
  - Both parties have full understanding in respect to the terms of this agreement, including rates for accommodation and other services rendered by the Hotel.
- IN WITNESS WHEREOF the Parties hereto have executed these presents on the day, month and year first hereinabove written.



For and on behalf of

**Hotel:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signatory)

Annexure A

Web Display Rate is selling rate which will be feature on Sonachala.com

For and on behalf of

**Sonachala.com**

**Name : Praveen J**

**Designation : Managing Partner**

\_\_\_\_\_  
(Authorized Signatory)

It is agreed that the said release of the rooms shall not be done without the approval and confirmation of Sonachala.com, the hotel can either do the same by updating the extranet or if they are not operating the extra net, they are will have to keep Sonachala.com informed of the sold out dates

#### Access and Authorizations:

- a) The Hotel will be provided with a login and password for Sonachala.com Hotel Merchant Extranet to control the rates and inventory of the Hotel on the Sonachala.com.
- b) The Hotel shall at all times ensure that the user id's log-in's passwords, information about the extranet or any other log in authorization remain confidential.
- c) The user log-in's, passwords shall only be used by authorized personnel whose names have been shared with Sonachala.com. Any changes in the deputed list of authorized personnel shall be informed to Sonachala.com.
- d) In event of any loss or misuse of such login ID, the Hotel shall be solely responsible for the same

#### iii. Disclaimers

a) Sonachala.com does not represent or warrant that, the extranet, or technical functionality shall operate securely, be error free or without interruption. The Hotel acknowledges that they have not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein. Sonachala.com shall have no direct, consequential, or, indirect, exemplary, punitive, or other liability under this agreement.

b) Sonachala.com shall not be responsible in any way for the correctness or accuracy any hotel feeds regarding the room rates, inventory and availability of hotel rooms made by the Hotel. The hotel be solely responsible for all the hotel data fed through the Sonachala.com Hotel Merchant

Extranet. Sonachala.com shall display the same on an "AS IS BASIS" received from.

#### Annexure B

(Separate Sheet attached and the same shall be treated as part of this Agreement)

**Room Rate specification** (For e.g. rate includes Wi-Fi, mineral water, Airport Transfers etc):

##### 1. Room plan : EP / CP

Cut off Period: \_\_\_\_\_

Meal Plan: \_\_\_\_\_ ( CP/ EP / MAP / AP )

**Service Tax – Includes Or Excludes – Service tax value -**

**Luxury tax- Includes Or Excludes – L.T value -**

Taxes Applicable: **N/A** (Mention 'N/A' if above Bookingsmaker.com special rates are inclusive of taxes)

Airport Transfers: \_\_\_\_\_

Cancellation Policy: \_\_\_\_\_

**Our standard Cancellation policy : If you like to activate please make right symbol on below**

**If cancelled within 72 Hours Time to arrive full refund, if cancel within 48 Hours Arrival 1 night Retention will be applicable, If cancel with in 24 Hours to arrival NO REFUND.**

Hotel Contact Information and Electronic payments Detail:

Bank Account number	
Beneficiary Name	
Account Type	
Bank Name	
Branch Address	
IFSC/RTGS Code	
Email ID for sending payment details	



Website:

Hotel Address: & Area

Tel No:

Star Rating: \_\_\_\_\_ of Rooms: \_\_\_\_ No. of Floors: \_\_\_\_\_

Nearest Landmark:

**Distance from International/Domestic Airport: International – kms / Domestic – kms**

Distance from Railway Station/Bus Stand: Km

**Hotel Attribute Overview:**

Check In time: 1400hrs check out time: 12 noon – IF 24 HOURS PLEASE MENTION



TYPE OF OUTLET	OUTLET NAME	CUISINE	TIMINGS
COFFEE SHOP			
BAR			
ROOM SERVICE			
SPECIALITY RESTAURANT			
NIGHT CLUB			

Mobile –

Ph:

1. SUPPORT REQUIRED – BACK END SUPPORT / WEB SITE DEVELOP / SOFTWARE / BOOKING ENGINE