

Important Notes

This is the general format of the Agreement, the company/firm executing the agreement will informed to you when you conclude to buy the specific property and its location.

Please go through the Sale Agreement of the respective developer/s in which you have selected the property, The role of Backpack Suites and its obligation for rent pay outs, commences three months after THE DEVELOPER delivers the possession of the, fully furnished said premises, the entire complex of the project including the high-end facilities and amenities, recreational facilities, other amenities, open land, recreational gardens therein, as per the specification and 3D design of Backpack Suites. Backpack Suites is the brand is registered trade mark, owned by Mr.Ganeish Kallapa

Under Blanket Brand Name of Backpack Suites, various SPV companies / firms are or can be formed, keeping in mind the requirement of location and business model.

The Authorised Signatory to this agreement is the founder of Backpack Suites Mr.Ganeish Kallapa only.

FACILITY MANAGEMENT CONTRACT

THIS AGREEMENT is made and entered into at Bangalore on this **XX day of XX** in the Christian year **Two Thousand and Seventeen**

BETWEEN

XXX, aged about XX years, S/o XX.

hereinafter referred to as **“the Unit Holder/Member”** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include her respective legal heirs, nominees, administrators and executors) of the **One Part**;

AND

BAGPACK SUITES., holding PAN, registered under the provisions of Company Act, 1956,/ a duly registered company having its registered office at _____, through its Managing Director Mr . Ganiesh Kallapa, hereinafter referred to as **“the Consultant”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being and from time to time constituting the said firm, the survivor or survivors of each of them and the heirs, executors and administrators of the last such survivor and/or their assigns) of the **Other Part**,

WHEREAS:

By an Agreement for Sale dated _____ made, executed and entered into between M/s. _____(the developer), (hereinafter referred to as the Developers) and the Unit holder/Member herein, [hereinafter referred to as **“the said agreement”**] all that premises being Unit bearing Identification No. **Flat XX** , having super built up area of **XX sq.ft.** on the **XXX Floor**, to be constructed under the Project _____, hereinafter referred to as **“the said Premises”**, on the property being all that piece and parcel of land bearing Survey No. _____ hereinafter referred to as **“the said land”**(and the entire development thereon shall be referred to as the **“said project”**)for the consideration being premium lease rent paid/payable by the Unit Holder/Member to the Developers therein and upon the covenants, terms and conditions more particularly described therein;

A. The Consultant herein is a facility management company and also the founder of a scheme known as “_____”. BAGPACK SUITES is a property management and returns scheme, more particularly described as 1) To maintain, manage and look after the said Premises/s and the overall project amenities at its own cost 2) To let out the said Premises/s on daily rental basis to individuals or Companies and to appropriate the rent and/or compensation received from such individuals or companies to whom the said Premises shall be/is let out, and 3)the policy, process, procedures and guidelines to implement the above shall be declared on an annual basis for every financial year commencing from 1st April every year and shall differ from place to place. This hereto and hereinafter referred to as **the “said scheme”**, which the Consultant intends to implement in several properties in India.

B. The Developers have informed the Unit Holder/Member herein that the Developers have appointed the Consultant herein as a Facility Manager for the mutually agreed tenure terms & conditions agreed between The Developers and the Consultant, for proper upkeep, maintenance and management of fully furnished said premises, the entire complex of the project including the high-end facilities and amenities, recreational facilities, other amenities, open land, recreational gardens therein, constructed/to be constructed and delivered by THE DEVELOPERS on the said land under the Project “BAGPACK SUITES - _____ - (Details of the same is completely listed in the Annexure__of “said sale agreement”) and the Unit Holder/Member herein has given her mutual consent to this appointment and validity of this appointment through the “said sale agreement” and through this FMC. The essence of adhering to agreement between Consultant and the developer, mainly by developer is paramount, the deviation by the developer in non-adhering of the agreement will lead to either delay in rent revenue or it may lead to non implementing of this FMC agreement between the unit holder/member and the consultant

C. The Unit holder/member herein has understood the said scheme and has voluntarily given her, consent for implementation of the said scheme in the said Premises in the said project of the Developers by the Consultant. The validity of this agreement, in no way gets null and void Or dissolved as long as the unit holder/member or her

nominee/s holds the ownership/membership right of the said Premises, irrespective of the formation of any committee/society amongst the unit holders/members, Or unless the Unit Holder / Member has executed the termination clause of this FMC.

This remains in force after the expiry of 9 years of lock in period, if the unit holder wishes to discontinue the said scheme and in such case if the consultant wishes to continue implement the said scheme for another 9 years period with some or all consenting unit holders/members, under such circumstance the unit holder/member has voluntarily given her, consent to co-exist and allow the consultant to continue implement the said scheme for another nine years period. Also this remains in force and gets transferred in case of the re-sale / transfer of the right of the said Premises. The Unit Holder / Member is giving her undertaking to obtain the consent of the new transferee or purchaser to abide to the said scheme with same terms and conditions through this/new contract with the Consultant unless the unit holder/ member has executed the termination clause of this FMC. Non adhering to this clause is a Breach to this FMC.

D. Accordingly, the Unit Holder/Member has decided to appoint the Consultant herein for the services to be rendered as stated in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Appointment:

The Unit Holder/Member hereby appoints the Consultant as the Facility Manager in respect of the said Premises being Unit bearing Identification No. **Flat XX** having super built up area of **XX sq.ft.** on the **XX Floor**, in the Building situated in the said project known as “BAGPACK SUITES - _____” on the said land, under the said scheme.

2. Role of the Consultant:

The role of the Consultant commences three months after THE DEVELOPER delivers the possession of the, fully furnished said premises, the entire complex of the project including the high-end facilities and amenities, recreational facilities, other amenities, open land, recreational gardens therein, as per the specification and 3D design of THE CONSULTANT, of the said project, and details listed in the Annexure __ of “said sale agreement”.

The Unit Holder/Member appoints the Consultant for the following responsibility:

- (i) To maintain, manage, upkeep and look after the said Premises at its own cost;
- (ii) To let out the said Premises on daily rental basis to individuals or Companies and to appropriate the rent and/or compensation received from such individuals or companies to whom the said Premises shall be/is let out.

3. Compensation:

The Unit Holder/Member shall be entitled to receive a fixed sum of **Rs XX** per sft i.e. **Rs. XXX/-** (Rupees XX Only) per annum with an escalation of 7% every succeeding year, which will be paid on monthly basis in equal installments on or before the 15th of every month for the preceding month, subject to deductions as stated herein. This hereto and hereinafter referred to as “ **the said compensation**” . The Unit Holder/Member shall be entitled to receive a Bank Guarantee of **Rs. XXX/-** (Rupees XX Only) and the same will automatically be renewed with an escalation of 7% every succeeding year.

4. Deductions:

In case the Unit Holder/Member or its registered user occupies the said Premises or any other unit/s in any other property in any other destination under the said scheme in the said project and/or in any other such projects under the FMC contract, as provided hereinafter, then the pro-rata amount of compensation in respect of those days rental income (along with the pro-rata sum for maintenance/services/statutory taxes) shall be deducted from the said compensation.

5. Maintenance:

The Unit Holder/Member shall not be liable to pay to the Consultant, any maintenance charges for the days the Unit Holder/Member or its registered user is not occupying the said Premises/s or any other unit/s under the said scheme neither for the upkeep and maintenance of the said Premises nor for the upkeep and maintenance of the recreational facilities, other amenities, open land, recreational gardens therein, constructed/to be constructed by THE DEVELOPERS on the said land, in the said Project except the property tax . As for the days the said Premises/s or any other unit/s in any other property at any other destination under the said scheme is occupied by the Unit Holder/Member or its registered user, the Unit Holder/Member shall be liable to pay pro-rata maintenance & service charges along with the statutory taxes if any, for the tenure of her stay. The maintenance amount shall be declared on an annual basis for every financial year commencing from 1st April every year and shall differ from unit type, size, variant and place to place.

6. Adjustments:

Thus the amounts in clause 3, 4, and 5 above shall be adjusted on a monthly basis at the end of the month as follows:

Monthly fixed amount due to the Unit Holder/Member (subject to deduction of TDS if applicable)	
Less Pro-rata rentals per unit for the days occupied by Unit Holder/Member or its registered user (inclusive of any taxes as applicable thereon)	
Less Pro rata maintenance applicable for per unit for the days occupied by the Unit Holder/Member or its registered user (inclusive of any taxes as applicable thereon)	
Balance (payable by Consultant to Unit holder)	

It is however clarified that in case the pro-rata per unit usage by the Unit holder/Member or its registered user exceeds the fixed rental amount payable to the Unit Holder/member during a half yearly assessment, the Unit holder/ Member or its registered user shall be liable to pay for the remaining usages at the market rate at

which the same is let out by the consultant to outsiders and not at the discounted rate as otherwise applicable. (the same is demonstrated by a working example in the user manual which will be updated time to time at the beginning of every year)

7. Mode of payment:-

The monthly compensation amount payable by the Consultant to the Unit Holder/Member under clause aforesaid shall be paid by way of cheque drawn on a designated scheduled bank and shall be communicated by the Consultant to the Unit Holder/Member or shall be directly credited to the saving/current/joint account of the Unit Holder/Member either through any of the modes like ECS or NEFT or RTGS or direct account transfer through internet banking, whichever, as shall be decided by the Consultant in that behalf. If the Unit Holder/Member opts for the latter mode of payment then the Unit Holder/Member shall communicate to the Consultant the bank account details as shall be required for effective transfer of the compensation payable to the Unit Holder/Member. The Unit Holder/Member shall, duly inform to the Consultant, not later than 2 weeks before the stipulated date of payment, any change in bank account details of the Unit Holder/Member and on failure of the Unit Holder/Member to so inform, the Consultant shall not be liable and/or responsible for any delay caused in payment of the compensation amount to the Unit Holder/Member and the Unit Holder/Member shall not raise any objection or dispute for such late payment which shall be attributable to the default of the Unit Holder/Member in duly informing the Consultant about change in bank account of the Unit Holder/Member.

8. Usage of the premises

The Unit Holder/Member or registered user, whenever she occupy and use the said Premises for self-use, shall do so only for the purpose of temporary residence user and for no other user whatsoever and the Consultant shall in turn let out the said Premises, only for the purpose of temporary residence on a daily basis and for no other user. The period of stay of the Unit Holder/Member in the said Premises or any other unit shall be of a temporary nature and not on permanent basis.

9. Amenities :

The amenities provided with and attached to the unit allotted to the Unit holder/Member and more particularly described in Sale Agreement Annexure delivered by the developer __ herein shall always remain the property of the Unit Holder/Member. The furnishing and amenities inside the apartment and in common areas will be created as per the specification and 3D design provided Backpack Suites to enhance, living experience to the tenants and enable the consultant for generation of assured returns and the maintenance and up keep thereof. The Developer shall be responsible to modify / add /remove or alter within limits and parameters of approved plan, without disturbing the position of basic structure, beams/column as per the specification and 3D design provided the consultant.

The Consultant is responsible to hand over the said unit in same order /position as described in sale agreement or approved plan at maximum cost to the unit holder for doing same will not exceed last 3 months unit holders compensation amount and its sole discretion of unit holder to retain the modified layout in full or part with all furniture furnishings and fixtures at maximum cost to the unit holder for doing same will not exceed last 3 months unit holders compensation amount (as an where on basis), after expiry of lock in period and or if the unit holder decides not to renew this FMC for another 9 years tenure or the unit holder/ member has executed the termination clause of this FMC. It is clarified that the ownership rights in the amenities as described in Sale Agreement Annexure __ hereinabove of the Unit Holder/Member shall be only in respect of the unit allotted to the unit holder/member and not the other units which the Unit Holder/Member shall be entitled to use under the scheme. The Consultant shall be responsible for their proper

upkeep, maintenance and management from time to time at its own costs. The Unit Holder/Member expressly undertakes to use all the amenities provided in the said Premises prudently. In the event the Unit Holder/Member or any person claiming by or through or in trust for the Unit Holder/Member misuses the amenities in any unit due to which any sort of damage is caused then the Unit Holder/Member shall at her own costs and expenses be liable to make good such damage so caused to the said amenities and in the event the Unit Holder/Member is found to have caused substantial damage to the said amenities rendering them beyond repairs, then the Unit Holder/Member shall be liable to replace the damaged amenity with a new amenity of the same description or quality or as nearly thereto as possible and all costs and expenses in respect of installing the said amenity and other incidental costs thereto shall be borne by the Unit Holder/Member alone.

Further the Unit Holder/Member also agrees and undertakes not to leave any personal belongings in any unit occupied by the Unit Holder/Member in the said Premises or any other unit occupied in any other property in any other destination under scheme. In case of any damage caused to the said amenities or of any substantial damage caused rendering the said amenities or any of them beyond repairs, due to reckless use and/or misuse by the Unit Holder/Member or any person/s claiming through the Unit Holder/Member, then, the Unit Holder/Member shall make good the damage so caused, on receiving a written intimation in that behalf from the Consultant:

- (i) In the event of any damage caused to the said amenities or any of them, within seven (7) days from the receipt of the said notice, and,
- (ii) In the event of any substantial damage caused to the said amenities or any of them, within thirty (30) days from receipt of the said notice; And on failure of the Unit Holder/Member to so make good the damage as aforesaid within the time as stipulated as aforesaid, then it shall constitute and be deemed to be a breach of this agreement. It is further clarified that the decision of the Consultant as to the damage or substantial damage caused to the said amenities or any of them shall be final and binding on both the parties hereto.

10. Booking:

The Unit holder/Member shall pre-book the days for which she intends to visit any other property in any other destination under terms and conditions of the booking policy of the said scheme and may choose either the said Premises or any other unit on the said property (not already booked) through an online and/or offline system. The mode of booking is more particularly described in the user manual of the Consultant. The Unit Holder/Member or its registered user shall be entitled to use the said Premises or any other equivalent premises in any other property under the said scheme anywhere in India as per the terms hereof. The deduction amount and maintenance amount shall differ from unit type, size, variant and place to place.

11. Rotation:

The Unit Holder/Member is also entitled to use and occupy the unit comprised in other projects falling under the said scheme of "Bagpack Suites" situated at other locations without payment of any amount, subject to deduction of compensation and payment of pro-rata maintenance cost for the said Premises for the period during which the Unit Holder/Member occupies such unit in other projects under the said scheme. The Unit Holder/Member shall have the advantage to select any unit in the said project, other than the said Premises of the Unit Holder/Member, without payment of any amount, subject however to deduction of pro-rata rent from the compensation receivable by the Unit Holder/Member for its leased unit and payment of pro-rata maintenance by the Unit Holder/Member.

12. covenant by the unit holder/member:

- a. The Unit Holder/Member is aware and has unequivocally given her consent for the scheme and agrees and undertakes to abide by the same.
- b. The Unit Holder/Member agrees and undertakes to submit her unit i.e. the said Premises to the scheme promoted by the Consultant and abide by the User Manual thereof;
- c. The Unit Holder/Member is entitled to bring in the said Premises during the period of her stay therein all movable articles of daily use like clothes, sanitary items, etc. and shall take such articles with her while leaving the said Premises.
- d. Further under no circumstances the Unit Holder/Member shall be permitted and is not allowed to store and keep any moveable articles of any description of whatever nature in the said Premises whilst the Unit Holder/Member is not in occupation thereof.
- e. The Unit Holder/Member agrees that they shall not bring in the said Premises any heavy furniture or any other paraphernalia and the layout, designing, arrangement of furniture and fixtures
- f. The Unit Holder/Member further agrees that the consultant shall bring minor or major changes in the layout designing arrangement and use of room/s, to enhance the value/experience/utility of end user (occupants). Also the unit holder/member agrees, the Consultant is responsible to hand over the said unit in same order /position as described in sale agreement, agrees to bear maximum cost for doing same will be amount equivalent to, last 3 months rent/compensation amount of said the unit. and its sole discretion of unit holder retain the modified layout in full or part with all furniture furnishings and fixtures without any cost levied on it by the consultant, after expiry of lock in period and or the unit holder decides not to renew this FMC for another 9 years tenure or the unit holder/ member has executed the termination clause of this FMC.
- g. The Unit Holder/Member agrees that no independent and exclusive car park is provided in respect of, nor attached to, the said Premises. The Consultant shall provide the facility of valet parking in the premises of the said complex and the parking shall be at the entire risk and responsibility of the Unit Holder/Member.

h. The Unit Holder/Member shall permit the Consultant or its agents, servants or any other persons authorized by it in that behalf, to enter into and upon the said Premises for inspection of the said Premises, irrespective whether the same is being occupied by the Unit Holder/Member or not, for purposes of ascertaining the proper state of its repair, upkeep, maintenance and management by the Consultant and to check the condition thereof and further to take cognizance of any such matters brought to the notice of the Consultant, either by the Unit Holder/Member during her stay in the said Premises, or from or through any other source, in respect of any damage or otherwise required to be urgently attended to, for purpose of safeguarding the security and safety of the said Premises and so as to enable the Consultant to take appropriate, remedial, timely and corrective action thereon.

13. Covenants by the Consultant:

- a. The Consultant has been duly appointed as Facility Manager by the Developers for the project and her appointment has not been revoked/cancelled unless the unit holder / Member executes the termination clause of this FMC.
- b. The Consultant shall be taking over other similar projects/properties under the said scheme for facility management and generation of assured returns.
- c. The Consultant shall be responsible for the safeguard of the said Premises at all times.
- d. The Consultant shall verify and take all precautions while letting out the said Premises to any person/company and indemnify and keep indemnified the Unit Holder/Member in respect thereof.
- e. The Consultant shall be liable and responsible for the staff, workmen, technicians, contractors and any other personnel employed or hired by the Consultant for the maintenance of the said Premises and the said project and indemnify and keep indemnified the Unit Holder/Member in respect thereof.
- f. The consultant shall guide and instruct through 3D designs and specifications to the Developer to bring minor or major in the layout designing arrangement and use of room/s, to enhance the value/experience/utility of end user (occupants), within limits and parameters of approved plan, without disturbing the position of basic structure, beams/columns. The Consultant is responsible to hand over the said unit in same order /position as described in sale agreement at maximum cost to the unit holder for doing same will not exceed last 3 months rent /compensation amount and its sole discretion of unit holder retain the modified layout in full or part with all furniture furnishings and fixtures at maximum cost to the unit holder for doing same will not exceed last 3 months unit holders compensation amount, after expiry of lock in period and or the unit holder decides not to renew this FMC

for another 9 years tenure or the unit holder/ member has executed the termination clause of this FMC.

14. Mortgage:

The Unit Holder/Member has/or will inform the Consultant that she has/or will created a mortgage on her rights in the said Premises. However the same shall not affect or restrain the Unit Holder/Member from appointing the Consultant for the purpose aforesaid and participate in the said scheme. The Unit Holder/Member hereby agrees and undertakes to indemnify and keep indemnified the Consultant from and against all liabilities, costs, charges, claims etc. arising in respect of the said mortgage.

15. Co-existent :

This agreement for appointment of FMC does have a fixed tenure of 9 years with lock in period of 9 years, save and except in case of breach by either of the parties, if any. This agreement for appointment of FMC shall be in force from the day this FMC Agreement is made and signed in concurrence with the said Agreement for Sale with The Developers and shall always be read in conjunction with the said Agreement for Sale as if the same forms an integral and contiguous part of these presents and any breach on the part of the Unit Holder/Member of the said Agreement for Sale shall be construed as a breach of these presents in the event of which these presents shall be liable to be determined and/or terminated by the Consultant in the manner appearing hereinafter. In such event this agreement of FMC shall ipso facto come to an end as per the Termination/Exit Clause and the Consultant shall upon receiving all the dues, shall have no claim against the Unit Holder / Member.

16. Termination :

- a. In case, the Unit Holder / Member intends to terminate this contract for whatsoever reason, except in case of breach by the Consultant in payment of the compensation as aforesaid subject to deductions and payment of applicable maintenance, if any, the unit Holder / Member shall give 90 days prior written notice to the Consultant and surrender the Bank Guarantee original document and release the guarantee amount back in favor of the Consultant. The Unit holder / Member may execute the exit by paying the Exit Premium for the losses incurred by the Unit Holder / Member to the Consultant within seven (7) working days from the written notice of the termination, which shall be equivalent to the said compensation amount for remaining tenure of Nine (9) years lock in period from the date of termination, which otherwise the Unit Holder / Member was entitled to receive. The Consultant, after receiving the said dues, shall issue the No Due Certificate and No Objection Certificate. However the Unit Holder / Member has to start paying the proportionate share of the outgoings/maintenance cost levied by THE DEVELOPERS from the date of Termination of this agreement of appointment of the Consultant, prevailing at that time to THE DEVELOPERS as per the terms and conditions of the said Agreement for Sale with THE DEVELOPERS.
- b. In case, the Consultant defaults in payment of the compensation as aforesaid subject to deductions and payment of applicable maintenance, for Four (4) consecutive months, the Unit holder / Member can either 1) Terminate the said FMC without paying any exit premium and also lodge written claim for payment under Bank guarantee Twelve (12) months defaulted amount of compensation Or 2) On request of the Consultant, grant the conditional extension of another six (6) months to regularize the default compensation and also to regularize the compensations for the future months. Upon the further default after the extension period, the unit holder / member lodge written claim for payment under Bank guarantee Twelve (12) months defaulted amount of compensation, this agreement of FMC shall ipso facto come to an end and the parties shall have no claim against

each other. However the Unit Holder / Member has to start paying the proportionate share of the outgoings/maintenance cost levied by THE DEVELOPERS from the date of Termination of this FMC agreement with the Consultant. The maintenance amount will be as per prevailing norms, at that time & has to pay to the DEVELOPERS as per the terms and conditions of the said Agreement for Sale with THE DEVELOPERS. However, The Consultant and The Unit Holder / Member may work-out a mutual solution to rework the whole compensation structure.

c. In case, the Unit Holder/Member intends to transfer/sell the said premises /Unit during the construction Or after possession, the unit Holder /Member shall give 90 days prior written notice to the Consultant. The Unit holder /Member may execute the same by following the procedure of clause no. 16/a Or The Unit holder / Member shall obtain the Consent Letter from the intending Unit Holder (purchaser) for voluntarily entering into the FMC with the Consultant on such terms and conditions of this agreement in concurrence with the sale agreement of the said premises. Upon receiving the said consent letter, the Consultant shall produce the conditional NOC which shall stand null and void in case of the breach by the Unit Holder / Member in the process. In such event, clause no. 16/a is applicable to the Unit Holder / Member.

17. Assignment

The Unit holder/Member shall not assign these presents to any other person, except in case of the assignment of the Lease. In such event, the Unit Holder/Member shall give prior notice of at least 60 days to the Consultant and settle the dues with the Consultant and upon such settlement, the Consultant shall issue a No dues letter to the Unit Holder/Member .In such an event the Unit Holder/Member herein shall be substituted by such assignee to whom the then unexpired term of the lease has been assigned by the Unit Holder/Member and it shall be deemed that such assignee is a party to these presents and thus the Unit Holder/Member shall on assignment of her rights under the said agreement, make a specific provision in the deed of assignment entered into with such assignee, that such assignee shall be bound by the terms and conditions contained under these presents.

18. Indemnity

Both parties agree and undertake to defend all claims or demand at their own cost arising in respect of their respective acts/omissions/obligations hereunder and shall indemnify and keep indemnified the other party and all the persons claiming through them against such claim, demand, loss or damage that may be suffered by them as well as all costs, charges and expenses that may be incurred by them to defend such claims or demand.

19. Default by the Unit holder:

In case of default by the Unit Holder/Member by breach of the terms hereof or any other terms of the Consultants User manual laid by FMC time to time at beginning of every year, the Unit Holder/Member shall be entitled to pay damages as decided by the Consultant in respect thereof subject to the Consultant having given the Unit Holder/Member prior notice of 30 days to rectify the breach. In case the deduction amount due to the occupation of the said Premises or any other unit/s in any other property in any other destination under the said scheme in the said project and/or in any other such projects under the FMC contract by the Unit Holder/Member and/or her registered user/s, exceeds the said compensation for the entire year, then the Unit Holder/Member is liable to pay the rental charges and maintenance and other

charges prevailing at that time, as applicable to those individuals and/or companies, to whom the said premises is rented out on daily basis by the consultant. In the event of defaults in such payment of pro-rata maintenance or rental charges, the Unit Holder/Member shall be liable to pay interest @ 18% p.a. on such outstanding amount from the due date till date of actual payment.

20. Third party liability:

The Unit Holder/Member shall not be liable for any third party claims and/or actions arising under the scheme by any visitor or any other party and the Consultant alone shall be liable to deal with the same at its own cost, save and except when the act resulting in such third party claim or action is caused by the Unit Holder/Member or its representative, in which case the Unit Holder/Member shall be liable for the same.

21. Insurance

The Consultant shall take adequate insurance of the said premises and the building .

22. Force majeure

The Consultant herein shall be responsible for commencement of rental income and from there onwards responsible for the upkeep and maintenance of the said Premises at all times save and except in case of force majeure and reasons beyond the control of the Consultant. Such exceptions include:

- i. War, Civil commotion or Act of God.
- ii. If the developer breach the agreement terms between the developer and The Consultant.
- iii. Any Order Rule Notification of the Government or Public Body/ies or Order of Court and any other unavoidable circumstances beyond the control of the developer.
- iv. Change in policy of the relevant authorities or competent authorities or any prevention in law.

23. Severability:

If at any time, any provision contained in these presents (or in any of the renewed agreements) becomes illegal, invalid or unenforceable in any respect under any law or any provisions contained therein or under any rules or regulations made under such law (that shall come into effect and force after the execution of these presents), then the same shall not affect or impair the legality, validity or enforceability of any other provisions contained herein (or in any of the renewed agreements) and in the event of any one or more of the provisions contained in these presents (or in the renewed agreements) is/are held to be unenforceable under such law, then this agreement (and the renewed agreements) shall be construed as if the unenforceable provision had not been contained or made and the parties hereto shall endeavor to substitute the said unenforceable provision with any other provision serving the purpose of the said unenforceable provision in the nearest possible manner without offending or breaching any law under which the substituted provision was held to be unenforceable or invalid so as to serve and preserve the interests of both parties hereto in the best possible manner.

24. Nature:

It is hereby clarified that these presents does not construe or devolve any ownership or leasehold rights in the said Premises in favour of the Consultant. The Consultant is merely a service provider appointed to provide the services stated herein and in no

manner do these presents amount to transfer of any rights or creation of any partnership or agency between the parties in respect of the said Premises.

25. Taxes:

All service tax or any other charge or taxes, rates, cesses and other amounts etc. by and under any Central, State or local Act, or by and under any rules or regulations made there under applicable for the maintenance of the said Premises shall be paid by the Unit Holder/Member . However all taxes applicable now or in future on letting out of the said Premises to any other person by the Consultant shall be borne by such other person. The Consultant shall be liable to collect (by deducting the same from the compensation payable to the Unit holder/member) the service tax from the

Unit Holder/Member or such third party as the case maybe and deposit the same with the relevant Authorities. Thus the Unit Holder/Member shall not be liable to pay any service tax or other taxes on account of the letting of the said Premises by the Consultant to individuals or companies on daily rental basis and the payment of such service tax and other taxes shall be the responsibility of the Consultant and the Unit Holder/Member shall not be liable and/or responsible in respect thereof and the Consultant shall indemnify and shall keep indemnified the Unit Holder/Member in respect of the payment of any service tax or other taxes on account of letting of the said Premises on daily rental basis by the Consultant in absence of occupation of the said Premises by the Unit Holder/Member.

26. Arbitration:

In case of any disputes and differences arising out of this agreement in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, shall be referred to a common Arbitrator if mutually agreed, failing which one Arbitrator shall be appointed by each of the parties hereto and the Arbitrators appointed by the parties shall appoint a Third Arbitrator. The Arbitration proceedings shall be in English and the venue of the same shall be at Bangalore. The decision/award of the Arbitrators shall be final and conclusive and binding on the parties. The said arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

27. Notices:

Any intimation/notice to be served on the parties shall be deemed to have been properly served when delivered to the following address:

Address of Unit Holder/Member:-
XXX .

Address of Consultant:
XXXXXXXX XXXXX.

IN WITNESSETH THEREOF, the parties hereto have set and subscribed their hands and seal to these presents on this day as hereinabove first mentioned.

Signed Sealed and Delivered by)
The within named Unit Holder/Member)
XXX)

In the presence of

Witness:

- 1
- 2

Signed Sealed & Delivered by)
The within named Consultant)
BAGPACK SUITES XXXXXXXXX XXX XXX.)
Through its Managing Director)
Mr. Ganeish Kallapa)

In the presence of)

Witness:

- 1
- 2