USER SUBSCRIPTION AGREEMENT

This User Subscription Agreement ("Agreement") is executed between:

STAYABODE VENTURES PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 bearing CIN:U74999KA2016PTC096900, having its registered office at No. 240-241, 2nd Floor, Raheja Arcade, Koramangala, Bengaluru – 560 095, represented herein by its Community Manager AND the User (as named in **Annexure A**). The User and StayAbode are together referred to as "Parties" and individually as "Party".

WHEREAS

- A. StayAbode is engaged in the business of providing fully furnished and operational hospitality services, for use for aimed accommodation of a 'residential' nature.
- B. The User intends to use the Premises on a subscription basis from StayAbode for residential accommodation purposes and StayAbode has agreed to provide the same.

NOW, THIS AGREEMENT CONTAINS THE CONDITIONS OF USE GRANTED TO THE USER

- 1. **TERM:** As per Annexure A.
- 2. PREMISES: As per Annexure A.
- 3. **USER CHARGES/ FEE:** As per Annexure A. The User Charges for each month for the Premises used for residential accommodation shall be paid by User on or before the Due Date for every month in advance. Charges for any

FOR STAYABODE:

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incidental or additional service are not a part of User Fee. The User shall be liable to pay such incidental or additional charges as and when they become due to a relevant party. The User shall not withhold payment of the User Fee for any reason whatsoever, including any disputes. Withholding payments shall be deemed to be a breach of this Agreement. The User Fee does not include any taxes, cesses, duties, etc., and the same shall be charged by StayAbode, as applicable by the laws in force, if any.

- 4. REFUNDABLE SECURITY DEPOSIT: On the date of execution of this Agreement, the User has agreed to deposit; with StayAbode, in trust, a security deposit of Rs. 25,000 (Rupees Twenty-Five Thousand Only) (the "Deposit"), as security for the performance of the User's obligations under this Agreement. StayAbode may at its discretion use the Deposit or any part thereof to cure any breach or default by the User under this Agreement, or to compensate StayAbode for any damage that occurs/is caused as a result of the User's act or omission to perform any of the User's obligations hereunder. StayAbode's right is not limited to the Deposit to recoup damage costs, and the User remains liable for payment of the balance dues under this Agreement. The User shall not apply or deduct any portion of the Deposit from any month's User Fee, including the last month of the Term. The User shall not use or apply the Deposit in lieu of payment of User Fee. The Deposit shall not carry any interest. The Deposit will be refunded to the User within 25 working days from the Subscription End Date after deducting unpaid charges/damages, if any. The refund will be done only through online transfer.
- 5. MANNER OF PAYMENT: The User Fee, and all other sums payable by the User to StayAbode under this Agreement, shall be payable in Indian Rupee and shall be paid to the bank account of StayAbode bearing bank account No. 2223339604852039, IFSC: RATNOVAAPIS with beneficiary name as 'StayAbode'(Online transfer only). Such payment shall be credited to the bank account of the StayAbode on or before the seventh (7th) of every month in advance for the month.

For Online Transfer - Credit Date on the bank a/c of the StayAbode, will be taken as the date and the "Late Payment Fees" (Refer Annexure A) will be calculated proportionately.

Please note Cash is not accepted as a manner of payment.

For Cheque – The date of cheque deposit will be taken as the date of payment and late payment fees, if any will be calculated from the said date proportionately. The User will be informed of details via email. Without prejudice to StayAbode's right to take legal action, the User agrees to pay a charge of Rs.500 (Rupees Five Hundred only)

- a) for each cheque provided by the User under this Agreement that is bounced for lack of sufficient funds or incorrect signature.
- b) for incorrect details of cheque deposit is submitted.
- StayAbode shall intimate the User on the registered email ID about the change of mode of payment of all such payments under this agreement acceptable by the StayAbode.
- 6. MOVE OUT AND DEDUCTIONS: At the Subscription End Date, a Move-out Audit would be carried out by a representative of StayAbode after scheduling and communicating it with the User or on before the Subscription End Date, on the basis of which the damages, other property maintenance expenses is ascertained. Please note, property maintenance is a fixed charge which includes activities like overhead water tank cleaning, underground sump cleaning, common area pest control, lift maintenance, generator maintenance, waste management and any other maintenance related to the common areas of the building. Property maintenance will also be applicable on change of property as well as on the completion of the stay period of 11 months in the same premise. Property maintenance charge will only be applicable after the stay of more than one month in the same property. Further, to ensure the room and the property is well maintained Deep Cleaning, Fumigation and Painting would be carried out based on the move-out audit. An estimate of the Maintenance Expenses is given in Annexure A, which will attract a 10% escalation on a yearly basis for inflation. Please note, that in case the actual costs are above the amounts mentioned in Annexure A, the higher amount would be deducted.

The User shall, on or before the Agreement Commencement Date, hand over possession of the Schedule Property complete with facilities / amenities and requirements in respect of the Schedule Property as per the move-in audit conducted at the time of moving in.

7. LIMITED USE: The User agrees and understands that he/she is granted a limited use of the Premises for residential purpose only, subject to timely payment of the User Fee and other charges. The rights granted hereunder are not intended to be in the nature of a license or leave and license, or create any right, title, interest,



or tenancy in property, shall be only for the purpose of personal use for residential use.

- 8. BACKGROUND VERIFICATION: StayAbode shall be entitled to carry out background verification on the User before or at any point of time Subscription Term through any agency and the cost for such background verification (Rs.500) shall be borne by the User.
- 9. **USER CHARGES DEFAULT:** If any amounts due under this Agreement are not paid within the due date, the User agrees to pay a late fee to StayAbode as mentioned in Annexure A
- 10. **LOCK IN PERIOD:** In the event the Subscription Term as mentioned in Annexure A is not more than six (6) months, the entire Subscription Term shall be considered as lock-in period. In the event the Subscription Term is greater than six (6) months, the first six (6) months shall be considered as lock-in period.
- 11. **TERMINATION GENERALLY:** If User defaults in fulfilling any of the covenants of this Agreement, the User shall be in default or breach of this Agreement. Then, in any one or more of such events (or other than default as captured in Clause 12), and upon StayAbode serving a written/email seven (7) days' notice upon the User specifying the nature of said default and upon the expiration of said seven (7) days, if the User does not cure a default of which he has been notified, to the satisfaction of StayAbode, or if the default cannot be completely cured or remedied in seven (7) days, StayAbode may at StayAbode's option: (i) cure such default and add the cost of such cure to the User's financial obligations under this Agreement; or (ii) declare that the User is in default and terminate the Agreement immediately and other consequences in the Agreement shall follow.
- 12. SPECIFIC TERMINATION: In the event of default from the User on the payment of the User Charges, Utility charges, and other charges under this Agreement, for a period more than two (2) weeks, StayAbode shall be entitled to terminate the Agreement by giving seven (7) days written notice to pay the outstanding dues. After expiry of the notice period of seven (7) days, if the User fails to rectify default in payment of outstanding dues, StayAbode shall terminate this Agreement immediately, by deducting the outstanding dues and two (2) months User Charges/Fee payable. In case, the Agreement is terminated by the User within the lock-in period, StayAbode shall be entitled to deduct one month's User Fee which shall be deducted from the Deposit at the time of moving out ("Contract Termination Charges"). If the User terminates the Agreement during the lock-in period/ after the expiry of the lock-in period without prior intimation of one month to StayAbode, the User Fee of one month shall be levied on the User which shall be deducted from the Deposit at the time of moving out. Hereinafter referred to as "Notice Period Charges". Such intimation should be given through an email on checkout@stayabode.com. If this Agreement is terminated/ expires prior to the expiry of a calendar month, StayAbode shall charge User Fee for the remainder of the month and the User shall not be allowed to stay beyond the end of that month. In case, the User terminates this Agreement within the lock in period and without one month's notice to StayAbode, both the Contract Termination and Notice Period Charges shall be levied on the User as penalty and the same shall be recovered from the Deposit.

The User Subscription agreement shall be terminated on the termination/expiry of the agreement with the property owner, with a prior 30 days notice. In such an event, the User shall be entitled to pay the User fee for the notice period. The deductions shall remain same as mentioned in Clause 6.

In the following events, StayAbode shall terminate the Agreement immediately with deduction of two months User Fee:

- Involved in any illegal activity within or outside the Premises
- Involved in drug abuse
- Misbehaviour with the other occupants of the Premises and StayAbode
- Any other situation at the discretion of StayAbode
- In the event the dues payable by the User exceeds 50% of the Deposit.

The User shall not be entitled to request the StayAbode to adjust the User fee from the security deposit at any point of time during the License Term.

In the event the User stays in the Premises even after the expiry or termination of the Agreement, without prejudice to the rights of StayAbode to take appropriate legal action against the User under this Agreement or under law, the User shall be liable to pay twice the amount of prorated User Fee per day to StayAbode.

13. **PHYSICAL REMEDIES:** In case of termination under Clauses 12, the User shall hand over the possession of the Premises to StayAbode within two (2) days from the date of termination. In the event, the User fails to hand over



- the Premises. StayAbode shall be entitled to take possession of the Premises upon completion of the said timeline.
- 14. **MAINTENANCE OF PREMISES:** User shall use the Premises, common area, furniture and all other amenities provided in the Premises carefully and not cause any damage to the same.
- 15. **RENEWAL:** This Agreement is valid for the duration of the Term only. If agreeable to the Parties, an additional agreement extending the duration of the Term, for the duration as may be agreed between the Parties, may be executed after expiry of the Term.
- 16. **NOTICES:** All other notices, including a notice to arbitrate, may be served through an email at care@stayabode.com or through a physical letter delivered by registered post to the registered addresses or to the Premises. For delivery through an email, email delivery receipt shall be considered as proof.
- 17. **ENTIRE AGREEMENT:** The terms and provisions along with any annexures issued pursuant thereto form the entire and final Agreement between the Parties. No modification, amendment or waiver of any provisions of this Agreement will be effective unless made in writing with mutual consent of the Parties.
- 18. **SEVERABILITY:** If any term of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, other than such terms, the remaining terms shall not be affected.
- 19. **GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION:** This Agreement shall be governed by and enforced as per the Laws in India and for the purpose of enforcement; the place of jurisdiction will be the city in which the Premises are located. All disputes shall be submitted for arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996. In the event of any dispute arising out of or in connection with the Agreement, the Parties shall, at first instance, attempt to amicably resolve the same through settlement discussions (recorded by way of email or telephonic conversations). If Parties are unable to resolve their disputes within thirty (30)days of written intimation, the disputes will be referred to arbitration under the Arbitration and Conciliation Act, 1996 and its amendments from time to time. The arbitration will be conducted by a sole arbitrator appointed by mutual consent within 7 (seven) days of the receipt of the notice to arbitrate. If Parties are unable to mutually agree, the StayAbode shall have the right to appoint a sole arbitrator within three (3)days. The process of arbitration shall be decided by the arbitrator in accordance with the provisions of the Arbitration Act. The cost of arbitration (including all legal costs) will be borne by the losing Party. Till the continuation of the proceedings and passing of the award, all the Parties will bear their own share of cost and can recover the same, once the award is passed, from the losing Party.
- 20. **ASSIGNING OF RECEIVABLES:** StayAbode shall be entitled to assign any receivables under this Agreement to any third party without any prior notice of intimation to the User.
- 21. **STAMP DUTY:** Payment of stamp duty or any deficiency in stamp duty on this Agreement shall be the responsibility of the User.
- 22. **CONSEQUENTIAL LOSS:** StayAbode shall not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever.

ANNEXURE A	
Name of User	Miss Manaswini Sri Kunala
Permanent Address	E-12, MRPL Township Bala post , Kati palla , Mangalore , Karnataka, Bala post Kaikamba, 575030
Email/Phone Number (To be used for communication and notices)	kunala.manaswini@gmail.com 7618732929
Date Of Birth	02 August, 2000
Resident Identity Type	ID
Resident Identity Number	817873451179
Stayabode Property ("Premise") name and address	Karen No: 2750, Sector-1, HSR Layout, Bangalore
Community Manager	Mr. Vinay Kumar
Room No.	002A-2
Type of Accommodation for use as residence	Shared Room in a 1BHK
Monthly User Fee	Rs. 15,000
Duration of Stay ("Term")	6 (Six months)
Agreement Start Date	01 August, 2022
Agreement End Date	31 January, 2023
Move Out Time	6:00 PM on Move out Date
Late Payment Fee	If any amounts due under this Agreement are not paid within the due date, the User agrees to pay a late fee to the StayAbode as mentioned below. SLAB-I : Between 8th to 14th day of the month, Rs 100/per day SLAB-II : Between 15th to 21st day of the month, Rs 250/per day SLAB-III : 22nd day of the month onwards, Rs 500/- per day
Move-out charges	An estimate of the Maintenance Expenses is given below, which will attract a 10% escalation on a yearly basis for inflation. Service/Room Type - 1BHK Property Maintenance Charges - Rs. 2,000 Re Painting -Rs. 7,250 Fumigation - Rs. 1,200 Please note, that in case the actual costs are above the amounts mentioned below, the higher amount would be deducted.



Security Deposit	Rs. 25,000 (Rupees Twenty-Five Thousand Only)
User Fee Due Date	7th of every month
Incidental Charges borne by Stayabode	1. Utility Charges for the Building have a soft limit of Rs. 1000/- (Rupees One Thousand Only) per room per month. When exceeding the said limit, the additional charges will be borne by all the Users staying in that room. The above comprises electricity with power back-up including proportionate common area charges. Utility charges for the room are calculated as per the bills generated by the state utility board(s) for the building. The unit rates for the said bills shall be at the discretion of corresponding state utility board(s). 2. Internet Services will be provided except for temporary downtimes incurred due to third parties & technical difficulties. The scope of Internet services are: • The Speed up to 10Mbps/user • No. of Devices supported is 3 per user • FUP will be 100GB/Month per user 3. The User Subscription agreement will be sent for Esignature on the registered email. The agreement will expire after 72 hours or on contract start date whichever is earlier. In case of contract extensions, property shifts and room shifts, if the contract request date is less than a month from contract start date, the agreement will expire after 24 hours. If an agreement is expired, Rs. 100 inclusive of GST will be applicable as an Agreement charge for every resend.
House Rules	 Premises can be used only for dwelling purpose. No damage to the Building or any part of it (including the Premises). No rubbish or waste should be stored or burnt/destroyed in any part of the Building. Not to litter or cause any kind of annoyance to the neighborhood. Noise - Keep the noise level within the tolerance of others in the Premises and reduce if requested to do so. No noise shall be caused between 10PM and 6AM which would affect the sleeping by any third parties in the Premises/building or nearby building. Avoid the following Abusive or foul language Harassment in any form to anybody present within the Premises Fight/quarrel with the other occupants of the building/instigating the other occupants to fight

- Smoking & use of alcohol except in designated areas
- Drugs, Explosives & weapons in the whole Premises
- · Conducting/carry out any kind of business.
- Alterations to the Premises, any electrical or furnishings of the Premises.
- 7. The User shall not cause any damage to the Premises or Building. In case of any such damages caused by the User to the Premises or Building, the User shall be liable to pay the cost of repairs/replacement due to such damage. If the User fails to pay the cost, StayAbode shall deduct such cost from the Deposit and claim for the balance cost of the repairs from the User. StayAbode shall carry out the repairs of the below items and shall be entitled for reimbursement of the repairs/replacement cost from the User in the Premises/Building, for the items including but not limited to the following:
 - Any damages/failure to the electrical items;
 - · Physical damages to the electronics items;
 - Physical damages caused to any of the furniture or furnishings;
 - · Damages to bath fittings;
 - Damages to any of the kitchen appliances;
 - Repairs/Replacement of any part for any of the above-mentioned appliances;
 - Damages to any of the Items (Sports/Gym Equipment, Games, Electronics;
- 8. Cleanliness: Kindly keep the Premises clean and tidy and ensure your belongings are kept within your designated area. Keep the common area clean after you for others to enjoy the common facilities of the Premises.
- 9. Housekeeping: Housekeeping would be provided to the Sub-Lessee by the Sub-lessor. Further on request from the User, StayAbode may provide Housekeeping facility subject to availability. The User shall pay an amount of Rs. 250/- per request. The Housekeeping services will be provided on Monday to Saturday (a week) except on public holidays. The scope of Housekeeping shall be as follows:
 - Dishwashing (6 days a week)
 - Cleaning the bathroom (3 times a week)
 - Sweeping and mopping the floor in the hall, bedroom, kitchenette and balconies (6 days a week)
 - Clearing the trash (6 days a week)
 - Windows and Window panes (twice a month)
 - Dusting the furniture (3 times a week)



- Cleaning the fridge (on request)
- It is clarified that Pet's cleanliness is not part of the House Keeping.

Further on any additional request from the User, StayAbode may provide Housekeeping facility subject to availability. The User shall pay an amount of Rs. 250/- per request.

10. Pet Policy: If the User occupies the whole Premises, the User shall be entitled to keep pets in the Premises (not applicable if the Premises is shared with other occupants). The User shall keep the pets in the Premises under the condition that the pets shall not be allowed in the common areas of the Building or other premises of the Building and no littering on the common areas of the Building, hallways, corridors or any other premises in the Building.

In the event of breach of any of the condition of Pet Policy, the User shall pay an amount of Rs.1,000/- as penalty per breach and if the User continues to breach the Pet Policy for more than three (3) times, StayAbode shall be entitled to terminate the Agreement by giving 7 (seven) days prior written notice.

In the event of breach of any of the condition of Pet Policy, the User shall pay an amount of Rs.1,000/- as penalty per breach and if the User continues to breach the Pet Policy for more than three (3) times, StayAbode shall be entitled to terminate the Agreement by giving 7 (seven) days prior written notice.

The User shall be responsible for all the acts of the pets and the User shall indemnify StayAbode for any loss or damage that may occur due to the act of the Pets.

In the event, the User wishes to have his/her pet/s in the Premises, the User shall ensure to provide a copy of the pet's medical records. Cleaning of the pet inside or outside the Premises is the responsibility of the User provided the same shall not cause any disturbance to any other occupants.

- All gatherings, parties or discussions shall be held in the common area with prior permission from the manager.
- 12. DTH service is in compliance with TRAI regulations and all channels which are included in the Network Capacity Fee shall be provided.
- 13. Pest control services will be conducted once every three months of the stay and the amount charged for the same is Rs. 300 per room inclusive of GST.

any physical or digital signatures.

- 14. The User shall raise any concerns/issues/complaints pertaining to the scheduled property on the mobile application of the User. If the same is not addressed within a reasonable time, the same shall be escalated to the community manager.
- 15. If Users who are of opposite genders and not married stay in the Premises the same shall be at User's own risk and the Users shall indemnify StayAbode for all the consequences including but not limited to any action taken by any third party. In this regard, it is specifically agreed by the User that in the event any action is taken by the local authorities/police against the User or the co-occupants, the User shall be solely liable for the same to the total exclusion of StayAbode.
- 16. Guests: The User shall pay an amount of Rs.500 (Rupees Five Hundred Only) per day per guest from the eighth day ("Guest Fee") onwards irrespective of whether such guest accommodation is continuous or at intervals in a month. The number of guests allowed to stay in the Premises is limited to 2 persons per day. Such admission of the guest/s shall be subject to permission from other occupants of the same Premises in which the User is staying. Further, the admission of guest/s by StayAbode is subject to availability of the rooms. The Guest Fee and other conditions mentioned above in this clause shall be applicable for single occupant who is sharing the room/taking portion of the room.

If the User is taking the entire Premises and more than 1 (one) guest stays in the Premises along with the User for more than 7 (seven) days, irrespective of whether such guest accommodation is continuous or at intervals in a month, the Guest Fee shall be applicable.

The User shall ensure that the guests of such User shall not disturb other residents of the accommodation at any time of their visit/stay and be polite and courteous in their behaviour to the residents. The Guest Fee is only for accommodation of the guests and excludes meals and beverages provided at StayAbode which shall be payable on actual consumption basis.

It shall be the responsibility of the User to keep the management informed about any guests who are staying at StayAbode. An additional charge of Rs. 2000 (Rupees Two Thousand Only) per night per guest shall be levied on the User for admitting a guest without receiving prior approval from the management. If the User invites guest/s to the

Premises, the User shall indemnify StayAbode for any of the consequences of such stay in the Premises. Day visits are restricted only till 8 PM for all guests. Overnight stay must be informed to the manager within 8 PM. The User is fully responsible for the actions of their guests. The guest should not disturb other residents during their stay in the Premises.

