

MEMBERSHIP AGREEMENT

This membership agreement (hereinafter referred to as "Agreement") is made and executed on the ____ day of 2023 at New Delhi

BY AND BETWEEN

VICTORIAN CORPORATION, a company incorporated and existing under the provisions of Companies Act of 2013 and having its registered office at _____, New Delhi, India (hereinafter referred to as "_____" or "First Party" or "_____" which means and include, unless repugnant to the context or meaning thereof mean and include its Affiliates, liquidators, successors, receivers and permitted assigns) of the ONE PART.

AND

_____, residence at _____ (hereinafter referred to as "_____" or "Second Party" or "_____" which means and include, unless repugnant to the context or meaning thereof mean and include its Affiliates, liquidators, successors, receivers and permitted assigns) of the OTHER PART.

"_____" and "_____" are hereinafter individually and collectively referred to as "Party" and "Parties" respectively, as the context may require.

WHEREAS:

- A. First Party is engaged in the business of running a chain of resorts at different location in India and providing membership program to the prospective members which includes investment opportunities and free stays at its resorts.
- B. The Second Party is desirous of registering to the membership program sold by the first party and also avail the benefits associated with it.
- C. Based on the mutual discussions and representations made by the Second Party, the First Party has agreed to enter into this agreement with Second Party for registering the second party in its membership program.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understanding set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATIONS:**

1.1 Definitions

In this agreement, the following terms shall have the following meaning assigned to them herein below:

"Agreement" shall mean and include this agreement and all schedules and annexures and exhibits attached hereto or incorporated herein by reference and shall also include any modifications to this agreement by way of addendum executed in writing and signed by both parties;

"Applicable Laws" shall mean and include the relevant laws of India and includes legislation at Central and State levels and also various rules, regulations, notifications, guidelines, governmental orders, by laws, internal policies, rulings, judicial precedents/orders in India.

"Booking Amount" shall be a sum of Rs 50,000 (Rupees Fifty Thousand)

"Business Day" means a day other than Sunday or public holiday in India when nationalized Banks in India are open for business.

"Confidential Information" means, with respect to each Party, any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, the other Party pursuant to this Agreement, and includes any tangible or intangible non-public information that is marked or otherwise designated as 'confidential', 'proprietary', 'restricted', or with a similar designation by the disclosing Party at the time of its disclosure to the other Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure, but excludes information which: (i) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed pursuant to applicable law or regulation, and (ii) which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the other Party of any of the provisions of this Agreement;

"Effective Date" shall mean the date of execution of this agreement by the Parties, details of which are provided in Clause 3 of this agreement.

"Intellectual Property" means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, domain name, industrial design, any registrations and pending applications thereof, any other intellectual property right (including without limitation any know-how, trade secret, trade right, formula, computer program, software, database and data right) and any goodwill associated with the business.

"Lock-In Period" shall be for a period of 5 years from the date of execution of this agreement.

"Member" any person who pays the subscription fees to the membership program offered by the first party and signs this agreement shall be deemed as its member from the date of execution of this agreement.

"Membership fees" shall be Rs 15, 00,000 (Rupees Fifteen Lakh only).

"Membership Number" shall be assigned to the member post successful registration

"Membership Period" shall be 10 years from the execution of this agreement.

"Membership program" includes complimentary ten night's stay for the member along with the 12% assured return annually along with the bank guarantee on the amount of membership fees paid by the member.

"Nominee" the person mentioned as nominee by the Second Party in the membership form.

"Website" is _____

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- a. References to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium;
- b. words in the singular shall include the plural and, in the plural shall include the singular;

- c. headings to clauses and schedules are for convenience only and shall not affect the interpretation of this agreement;
- d. reference to one gender shall include the reference to the other genders;
- e. a reference to a statutory or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

2. SCOPE OF SERVICES:

- a. The Second party shall complete the registration procedure on the first party's website. The second party shall provide all the details and documents as required by the website.
- b. The Second Party can also fill the membership form offline and submit it to the First Party's authorized representative or directly at the first party's office.
- c. The Second Party shall pay a booking amount of Rs 50,000 (Rupees Fifty Thousand Only) at the time of filling the membership form.
- d. The Second party shall provide all the accurate details and documents. The registration shall only be deemed complete and successful after the complete payment of booking amount by the member and the signing of this agreement. A membership number shall be given to the member post successful registration.
- e. In case it is found that the second party provided incorrect or false details, the first party shall have the right to terminate the agreement immediately and the booking amount shall also stand forfeited and the first party shall have no obligation to refund it.
- f. The member is entitled to a total 10 nights stay in a period of one year at any of resort location of the first party as mentioned in Annexure I. However the member can only stay for a maximum period of 4 Nights on one instance of booking.
- g. The Second Party may revise, change, amend or add to the list of resort mention in Annexure I any time without providing the first Party with prior notice and the second party shall abide by the modified List of Resort as mentioned in Annexure I.

- h. A Maximum of four people are allowed under one membership which includes two minor below the age of 18 years. One room shall be allotted to the member as per the membership plan. In case the member wishes to take an extra room, he shall pay the extra charge for the extra room not covered under this membership plan.
- i. The member shall the inform the first party and make his/her booking a minimum of two weeks prior to his date of stay.
- j. The member can cancel the booking only 7 days before actual dates of stay. Any cancellation post that period shall not be accepted and be deemed to be used from the quota of 10 free night stays.
- k. Notwithstanding anything mentioned above, the member cannot cancel the booking once made under any circumstance if it is done during the peak season of Near Year, Summer Vacations, Diwali Holidays and Christmas.
- l. In the event of death of the member, the membership shall not extend to others and shall naturally be cancelled.

3. TERM AND TERMINATION:

- a. The provisions of this agreement shall come into effect on _____ ("Effective date") and shall continue to remain in full force for a term of 10 years unless terminated in accordance with the terms of this agreement.
- b. There shall be a Lock-in-Period of 5 years from the Commencement date of this agreement. The second party shall have no right to terminate this agreement during the lock in period due to any reason whatsoever.
- c. Either party may terminate this Agreement after the Lock in Period by serving a Thirty (30) days prior written notice to the other party.
- d. Notwithstanding anything mentioned above the first party shall have the right to terminate this Agreement with immediate effect in event where second party is in breach of any material obligation, covenant, representation or warranty as stipulated under this agreement. The First party shall be under no obligation to return/refund the membership fees or continue providing the membership benefits if the agreement is terminated due to this reason.

- e. The agreement can be further extended with mutual consent in writing by both the parties.

4. PAYMENT AND FEES:

- a. The second party shall pay a sum of Rs 50,000 (Rupees Fifty Thousand) as booking amount at the time of filling the registration form either on the First Party's website or by way of Cheque/RTGS to the bank account mentioned below.

ACCOUNT NAME :
BANK NAME :
BANK A/C NUMBER :
BANK BRANCH -ADDRESS :
BANK IFS CODE
PAN NUMBER :

- b. The balance amount of membership fees shall be paid by second party within 30 days of the signing of this agreement. The payment shall be made by cheque or RTGS to the account details mentioned above.
- c. The second party will have the option to pay the balance membership fees either in one go or via 3 installments but within 30 days of making the signing of this agreement.
- d. The second party shall only be permitted to cancel the membership within 10 days of payment of booking amount. The First Party shall refund the booking amount after deducting 10% as admin charges within 30 days of the date when the cancellation request is made by the second party if only done within 10 days of payment of booking amount. However no refund will be made by the first party once this agreement is executed between the Parties.
- e. The member shall receive a 12% annual return with bank guarantee on the membership fees after successful registering as a member and paying the complete membership fees. The member shall be paid the calculated amount monthly.
- f. The member shall receive the total amount of membership fees at the end of period of maturity i.e. 10 years. In case the member decides to terminate the agreement after the Lock-In period of 5 years, it will still receive the total amount of membership fees.
- g. However if the member decides to terminate or discontinue the agreement during the Lock-In Period, it shall not receive back the membership fees or any sort of refund and all the membership benefits shall also stand discontinued from the date of such termination or discontinuance.

- h. In the event of death of the member during the Lock in Period, no nominee or family member shall be entitled to claim the membership fees or membership benefits whatsoever. However if the member expires after the Lock In Period, only the nominee mentioned in the membership form will be entitled to claim the membership fee amount within 60 days of the request made by the nominee. However all the membership benefits shall stop post the death of the member.

5. **REPRESENTATIONS AND WARRANTIES:**

4.1 Each party represents and warrants that:

- a. It is an entity which has been duly formed and is validly existing and in good standing under the laws of jurisdiction where it is formed;
- b. It has full power and authority to enter into this Agreement and perform the stipulated obligations and it has the necessary infrastructure to perform the obligations under this agreement duly;
- c. It has complied with and shall comply with all applicable laws and neither party shall have the obligation to verify whether or not the other party has acted in accordance therewith;
- d. The license and products, including but not limited to software and application software provided by it for the performance of services under this agreement do not infringe the intellectual property right(s) of any third party;
- e. It is not a party to any agreement with a third party, the performance of which is likely to adversely its ability or the ability of the other party to perform fully its respective obligations hereunder.

4.2 Second Party hereby further represents and warrants that:

- a. Second Party shall perform its obligations and duties under this agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, time frames, if any as are issued from time to time by First Party
- b. The second party shall not assign, transfer, license, sub contract or dispose any of its rights or obligations accrued under this agreement, without prior written approval from the first party.

- c. The second party shall only store, copy or use the data to the extent necessary to perform its obligations under this agreement and shall not disclose it to any third party without the prior written consent of the first party.
- d. Neither the second party, not any of its agents or representatives, have authority to enter into contracts that bind the first party or create obligations on the part of the second party without the prior written authorization of the first party.
- e. It has voluntarily given its information and the information of its family members including the personal details at the time of booking and has authorized the first party to use it deems fit for operation of the services under this agreement.
- f. The second party has also authorized the first party to use its name and details and the name and details of the family members as testimonials on its website or for any other marketing and advertisement reason.
- g. The second Party authorizes the first Party to send him/her and his/her family members marketing updates or promotional messages either through email/whatsapp message etc.
- h. In the event that the second party commits a breach of any of the warranties and representations, the second party shall exercise best endeavors to prompt remedy the contravention and shall indemnify the first party against all losses or damages, fines, penalties or other liability that may be imposed by any person or relevant governmental or judicial authority in relation to such contravention.
- i. The warranties given by the second party set out in this clause will survive the expiration or termination of this agreement (as the case may be).

5. INDEMNITY :

- a. The second party (Indemnifying Party) shall indemnify and keep indemnified to hold the first party and their respective directors, officers, representatives and employees (Indemnified party) harmless against any and all liability arising from breach of any obligation, covenants, representation, warranty or violation of any applicable statutory law, regulation or guideline hereof, including but not limited to loss, injury (including death), damage, costs or expenses, or attorney's fees, which the Indemnified party may reasonably incur or be required to pay by reason of any lawsuit, arbitration or other legal proceeding, insurance claim or other claim of

any kind against the Indemnified party, arising in strict liability or out of negligence, action or inaction or in any way related to "Indemnifying Party" or arising out of this agreement.

- b. The second party hereby agree to indemnify and hold the FIRST PARTY harmless from any and all costs, expenses, including, reasonable outside attorney's fees, claims, suits and liability by third parties (collectively, "Claims") that the FIRST PARTY may suffer or incur by reason of the second party:(i) infringement of any intellectual property rights of a third party; (ii) the gross negligence or willful misconduct of the second party (iii) disclosure of confidential information to any third party/ person except with prior written consent of FIRST PARTY and (iv) Loss or destruction caused by second party during its course of stay at First Party's resort
- c. The second party represents and warrants that in case the first party is a subject matter of any litigation or threatened litigation, including without limitation any claims from the general public, statutory bodies or government for the reasons attributable to the second party, or any staff, or personnel of the second party, then in such case, the second party shall solely assume liability against third party claims and keep the first party harmless and indemnified to the fullest extent in this regards.
- d. In case the first party is the subject matter of any litigation or threatened litigation related directly or indirectly or indirectly to the conduct of the second party or its family members under this agreement or due to any violation of the representation and warranties or obligations by the second party, the second party shall indemnify the first party to full extent.

6. LIMITATION OF LIABILITY:

Notwithstanding anything contained herein in this agreement, the First Party shall not be liable to the second party for any loss of profits, loss of goodwill or any other special, incidental, indirect or consequential damages whatsoever (and whether caused by negligence or by the act of its staff, or employees, or agents, or otherwise) arising out of or in connection with any act or omission of the first party, whether for breach of contract, tort (including negligence and strict liability), or otherwise relating to this agreement.

7. CONFIDENTIALITY:

- a. Second Party shall keep strictly confidential all information and details including, but not limited to accounts, business plans, business processes, monthly analysis reports, data, details,

customer database, manuals and all other documents disclosed to Second Party or which comes into the knowledge of Second Party under this agreement.

- b. Second Party shall promptly notify FIRST PARTY of any unauthorized use and take all appropriate steps that are necessary to recover the confidential information of FIRST PARTY and to prevent subsequent unauthorized use or dissemination of the confidential information including availing of action seizure and injunctive relief.
- c. Second Party shall not copy the information, data including customer data etc., without FIRST PARTY's prior written approval. Second Party will not translate, modify, adapt, de-compile, disassemble the information, data, etc., except as specifically agreed to by FIRST PARTY in writing.
- d. Second Party also agrees that it shall not, without FIRST PARTY's prior written consent, disclose or allow to be disclosed such confidential information to anyone.
- e. During the term of this agreement and forever after the expiration or termination of this agreement, Second Party shall not disclose or use the information they are privy to, without obtaining the prior written approval/ consent of the FIRST PARTY except as provided in this agreement.
- f. Nothing in this agreement shall prevent the disclosure by either party or their employees of confidential information that:
 - i. Prior to the transmittal to each other was of general public knowledge.
 - ii. Becomes, subsequent to the time of transmittal to each other a matter of general public otherwise than as a consequence of a breach by each party of any obligation under this agreement.
 - iii. Is made public by the parties on their own.
 - iv. Was in the possession of either of the parties in documentary form prior to the time of disclosure thereof to the other and is held by either of them free of any obligation of confidence to each other or any third party; or
 - v. Is compelled to reveal under any order or direction from judicial or quasi-judicial authority, provided that the party who is under such compulsion to reveal the information shall promptly inform the other party of its compulsion aforesaid and provide all assistance in

obtaining a protective order preventing or limiting the disclosure and such disclosure shall not be more than what may be necessary for compliance of such order or direction.

- g. The second party agree and undertake that it shall hold all proprietary information in confidence and in particular shall:
 - i. Not use or permit or enable any person to use any of the proprietary information in any way other than for the purpose of this agreement.
 - ii. Not disclose or divulge any proprietary information to any person not authorized by the parties and shall limit access to the proprietary information to only to such of their personnel as need to know the same for the furtherance of this agreement.
 - iii. Not to make or have made not retain, nor permit the making or retention of any copy or record howsoever created (i.e. duplicate copy, photocopy, facsimile, magnetic copy etc) of any of the proprietary information other than may be required for performance of service, duties and obligations under this agreement.
 - iv. Take all necessary actions to protect the proprietary information against misuse, loss, destruction, deletions or alternations;
 - v. Not to use or permit to use of the proprietary information in any way which may be harmful to or against the best of the interest of the other party;
 - vi. Not to, either directly or indirectly, commercially exploit the proprietary information of each other for economic or other benefits or notify each other promptly of any unauthorized or improper use or disclosure of the proprietary information.
- h. This clause shall survive the termination/expiry of this agreement.

8. INTELLECTUAL PROPERTY RIGHTS:

- a. The second party shall not in any manner, directly or indirectly, use any of the trademarks, logos, copyright, designs and any other intellectual property owned by the first party without the express written authorization of the first party.
- b. The second party shall comply with all the instructions issued by the first party in relation to the display of any logo, trademark, design, copyright or any other intellectual property of the

first party. However parties agree that the first party may, at all times, use the second party's name for its marketing and business development process.

- c. The second party hereby acknowledges and confirms that-
 - i. all intellectual property rights relating to the goods are and shall at all-time remain the property of the first party;
 - ii. The second party shall notify the first party immediately if the second party becomes aware of any illegal or unauthorized use of any of the goods or any of the intellectual property therein or relating to thereto and will assist the first party in taking all steps necessary to protect and defend the first party's right therein.
- d. The provisions of this clause shall survive the termination of this agreement.

9. GOVERNING LAW AND JURISDICTION

- a. The provisions of this agreement shall be governed by and construed in accordance with the Indian Law.
- b. In case any dispute or difference arises between the parties during or after the performance of the agreement, the parties shall endeavor to resolve the same through discussions within 30 days of raising the dispute by either party.
- c. Any difference, dispute, controversy or claim (the "Dispute") shall be subject to courts of competent jurisdiction in New Delhi only.

10. FORCE MAJEURE

- a. Notwithstanding anything contained in this agreement, the first party shall not be liable for damages or otherwise for any failure or delay in the performance of any of the obligations hereunder due to reasons but not limited to the act of god, earthquakes, floods, landslides, tsunami, storms, fire, road accidents, civil disturbance, riots, burglary, hijacking, strikes, lockout, acts of terrorism, invasions, epidemic, pandemic, governmental actions, legislations

or regulations rendering curtailment, equipment breakdown or by reason of any other similar or dissimilar causes beyond the control of the first Party. (Force Majeure events).

- b. The first party when affected by Force Majeure events, shall give the other party written notice describing the particulars of the Force Majeure as soon as reasonably practicable after its occurrence of the commencement of Force Majeure or of its effects on the first Party.
- c. In the event that performance in whole or part of any obligations under this agreement is prevented or delayed by reason of such Force Majeure events for a period exceeding 30 (thirty days), The first party can, at its option can terminate the agreement.

11. INDEPENDENT ARRANGEMENT:

This agreement is on a principal-to-principal basis between the parties hereto, Nothing contained in this agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.

12. ASSIGNMENT:

The second party shall not assign this agreement nor any of the rights, interests or obligations hereunder to any third party, without the prior written consent of the first party.

13. NON-TRANSFERABILITY

The membership purchased by second party cannot be lent, transferred, used as collateral or used in any other way by a third party.

14. AMENDMENT:

The agreement may not be amended or modified except by an instrument in writing signed and mutually agreed by both the parties.

15. SEVERABILITY:

If any of the provisions of this agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

16. NOTICES:

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this agreement will be in writing and shall be delivered either by i) email to the official email id of the other party or ii) by registered AD/approved courier service/Speed Post to the other party at their addresses mentioned herein:

FOR FIRST PARTY:

Name:

Designation:

Address:

Telephone No.:

Official email id:

FOR SECOND PARTY:

Name:

Designation

Address:

Telephone No:

Official email id:

The Second Party shall notify the first party of its change of address or official email id in writing to the first party within 30 days of such change either e) email to the official email id of the First party or ii) by registered AD/approved courier service/Speed Post to the First party at their addresses mentioned above

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17. HEADINGS:

Thea headings contained in this agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this agreement.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each of said counterparts shall be deemed to constitute one and the same instrument.

19. ENTIRE AGREEMENT

This Agreement shall be final and binding on the Parties and it constitutes the entire understanding between Parties in respect of the subject matter hereof and supersedes all prior negotiations, discussions, and/or documents exchanged between Parties.

20. INTERIM RELIEF:

Nothing contained hereinabove will preclude the first party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a court of competent jurisdiction.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SUBSCRIBED THEIR RESPECTIVE SIGNATURES UNDER THE COMPANY SEAL TO THE AGREEMENT AS A TOKEN OF THEIR ACCEPTANCE TO THE TERMS AND CONDTIONS HEREIN ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

For and on behalf of	For and on behalf of
_____	_____
Signed by Name: Designation:	Signed by Name: Designation:

WITNESSES:

In the presence of:

Witness 1

Name
Signature
Address

Witness 2

Name
Signature
Address

ANNEXURE I

The tentative list of Resort Locations are: