

ASHIANA GYMKHANA CLUB
General Terms & Conditions

1. INTRODUCTION

1. Ashiana Retirement Village Ltd., a company incorporated under the Companies Act 1956, having its Registered Office at 5F, Everest, 46/C, Chowringhee road, Kolkota 700071 and head office at E-125 Masjid Moth, G.K. III, New Delhi 110048 (hereinafter referred to as “The Company”) is the promoter of Ashiana Gymkhana Club (hereinafter referred to as “The Club”) situated at Vasundhara Colony, Bhiwadi, District Alwar, Rajasthan on property sub-leased/rented from Ashiana Housing & Finance (India) Ltd..
2. The Club shall be one of the divisions of the Company and the affairs of the Club shall be conducted by the Managing Committee subject to superintendence and control of the Board of Directors of the Company. The Managing Committee shall be appointed by the Board of Directors of the Company.
3. The Rules and Regulations of the Club shall be framed by the Managing Committee. The Managing Committee shall have the right to add, alter, amend, delete or vary the Rules and Regulations including fee structure, rules for appointment, termination of membership etc., as it may deem fit and proper.
4. The Managing Committee shall be at liberty to appoint manager, executives and other employees, as it may consider necessary for day to day running of the Club.
5. Accordance with the Rules and Regulations framed by the Managing Committee from time to time. The members of the Club shall have no right in any asset or property of the Club and shall be deemed to be licensees of the Club so long as they continue to be members of the Club.
6. The members of the Club shall have no right to vote or participate in the management of the Club.

2. DEFINITION

1. “**Company**” shall mean Ashiana Retirement Village Ltd. and also its executors, successors and/or successors-in-interest, assigns, representatives and nominee or nominees.
2. “**Club**” shall mean Ashiana Gymkhana Club, situated at Vasundhara Nagar, Phase-II, Bhiwadi, Distt. Alwar (Rajasthan) promoted by the Company.
3. “**Club Facilities**” shall mean Club House, Bar, Restaurant, Coffee Shop, Open Air Theatre, Health Club, Swimming Pool, Outdoor and Indoor Games like Badminton, Tennis, Basketball, Table Tennis, Billiards, Carrom, Chess, Squash, Library and Reading Room, Cards Room etc. Facilities for Party, Conferences, Meetings etc. Guest room facilities or any other facility/facilities as may be included.
4. “**Family**” shall mean Member’s spouse and unmarried children below the age of 21 years.
5. “**Member**” shall mean an individual or corporate admitted as member of the Club.
6. “**Guest**” shall mean any person other than the member or member’s family who accompanies the member and/or member’s family and uses the facilities of the Club.
7. “**Managing Committee**” shall mean the committee formed by the Board of Directors of the Company for managing the affairs of the Club.

8. **Management** shall mean the Managing Committee and shall include the manager or such other officer of the Club to whom the Managing Committee may delegate its powers or authorities from time to time.
9. **Nominee** shall mean Person(s) designated by the corporate member(s) to utilise the facilities at the Club.
10. **Ashiana Property** shall mean the building complexes developed by **Ashiana Housing & Finance (India) Limited**.

3. **CATEGORY OF MEMBERSHIP**

The Club shall have following categories of members:-

- (a) **ASHIANA PROPERTY OWNERS** shall mean the person(s) who own any unit in Ashiana Property.
- (b) **ASHIANA PROPERTY RESIDENTS** shall mean the person(s) who live in any unit of Ashiana Property on rent.
- (c) **ASHIANA PROPERTY NON RESIDENTS/ NON OWNERS** shall mean the person(s) who do not own any unit in Ashiana Property and do not live therein.
- (d) **CORPORATE MEMBER** shall mean the nominee(s) of corporate houses who may nominate not more than two of their employees at a time to avail the facilities of the Club and such membership shall be transferable within the employees of the corporate house with the consent of the management of the club.

4. **MEMBERSHIP ELIGIBILITY AND SELECTION**

Individuals above the age of 21 and corporate houses are eligible to apply for the membership of the Club. All such applications received shall be considered by the management on its merits. The management reserves its rights to accept or reject any application for membership without assigning any reason for the same. All applicants whose membership is approved shall be informed in writing by the management.

5. **TENURE**

The tenure of the membership shall be 40 years. The interest free deposit actually paid by a member shall be refunded on the expiry of the tenure. The membership however may be further renewed on payment of interest free deposit and other charges as applicable at that time.

6. **MEMBERSHIP DEPOSIT**

1. Every member shall be required to deposit such sum as may be fixed from time to time by the Managing Committee.
2. Such deposit shall be interest free deposit and the member concerned shall not be entitled to any interest on such deposit.

3. The Club shall retain such deposit so long the depositor thereof shall continue to be a member of the Club. Provided however, in case the depositor concerned ceases to be a member of the Club by reason of resignation, expulsion or otherwise prior to expiry of a period of ten years from the date of such deposit then the Club shall be at liberty to retain such deposit for a minimum period of ten years from the date of such deposit and the Club shall be obliged to refund such interest free deposit only after expiry of a period of ten years from the date of such deposit.
4. Subject to the aforesaid, the Club shall refund the interest free deposit upon surrender of the original deposit receipt and in case the original deposit receipt is lost then upon receipt of proper indemnity in such form as may be prescribed by the Managing Committee from time to time. In this regard the decision of the Managing Committee shall be final on the quantum of refund.
5. The members shall have a right to nominate any person who shall be entitled to obtain refund of interest free deposit from the Club upon death of such member.
6. Notwithstanding anything contained hereinabove but subject to clause 11(3) (2) of present terms & conditions, the Managing Committee shall refund the interest free deposit of a deceased member to the nominee or the legal heirs of the deceased member within a period of three months from the date of receipt of a written request by the nominee or the legal heir along with a copy of the death certificate.
7. The Club shall have a lien on such interest free deposit with regard to unpaid dues, if any, of the member concerned and interest thereon.

7. **CLUB CHARGES**

1. An application processing fees shall accompany the application for membership.
2. On written confirmation of the membership, interest free deposit shall be paid by the member within 15 days from the date of such confirmation. The membership shall become effective from the date of payment of such interest free deposit.
3. In addition members shall have to make monthly payments towards monthly subscription, usage of club facilities, food and beverages consumed etc.

8. **OPERATION AND MANAGEMENT OF THE CLUB**

1. The operation and management of the Club shall vest with the managing committee which has the sole authority to frame rules and regulations for use of the Club facilities and which has undisputed authority on all affairs of the Club. No member shall be permitted to interfere with the management of the Club. The members, are however welcome to give their valuable suggestions to the management.
2. The members shall be subjected to rules and regulations of the Club as framed from time to time and for this purpose the Managing Committee shall have complete, absolute control and authority over:
 - 2.1 Membership structure.
 - 2.2 Interest Free Deposit & other Fees Structure.
 - 2.3 Fixation of charges for club facilities.
 - 2.4 Food and beverage charges.
 - 2.5 Guest Room facility- Rules & Regulations, Tariff Plan etc.
 - 2.6 Allowing temporary and honorary membership.
 - 2.7 Hiring of Club facilities to members/non members.
 - 2.8 Addition/extension/withdrawal of facilities.
 - 2.9 Right to approve or refuse admission to the Club without assigning any reasons for the same.

- 2.10 Right to suspend/terminate membership, and debar any member/family/guest for violating code of conduct and/or rules and regulations of the Club.
 - 2.11 Approve change of category of membership.
 - 2.12 Right to make additions/alterations to club premises.
 - 2.13 Right to amend rules and regulations from time to time as may become necessary. The decision of the management shall be final and binding in all such cases.
 - 2.14 Any other matter important for running the affairs of the Club not mentioned above.
3. The member(s), their family(s), guest(s) etc. who enter the premises of the Club shall do so at his/her/ their own risk and cost. The club and its management shall in no way be responsible for any loss, damage, injury etc that may be caused to any of the users of the Club and its facilities.
 4. The timing of the Club may be so adjusted as shall be decided by the management and members, shall adhere to the same.
 5. The Club and its management shall not be liable for any breach of promise or contract/deficiency in service on account of reasons beyond its control including enactment of any legislation that may render running of the Club uneconomical or impractical.
 6. The management shall not be held responsible for any loss or damage/injury due to fire, flood, explosion, war, terrorist attack, sabotage, labour unrest, etc. which are beyond its control.
 7. The rights and obligations of the members arising out of these terms and conditions shall be construed and enforced in accordance with the laws of the land.
 8. All disputes between the Club and its members including those relating to termination and/or expulsion of members shall be settled by mutual discussion in the first instance, failing which, the same shall be referred to arbitration of a sole arbitrator to be appointed by the Company. The member hereby confirms that he / she has agreed to the said procedure for appointment of the sole arbitrator. Such arbitration shall be conducted in accordance with the provisions contained in the Arbitration And Conciliation Act, 1996 or any statutory modification thereof.
 9. The main office of the Managing Committee shall be at NCT of Delhi and the members shall be admitted and/or deemed to have been admitted at NCT of Delhi and Courts having original jurisdiction in NCT of Delhi alone shall have exclusive jurisdiction in all matters relating to, or arising out of the present terms and conditions .

9. RIGHTS AND OBLIGATIONS OF MEMBERS

1. Every member of the Club and members family shall be entitled to the use of the Club and its facilities in common with other members of the Club.
2. Any communication to the members shall be displayed on the Club Notice Board and so shall be the program of the week/month. In addition, such details would be always available with the manager of the Club.
3. The club bills shall be ready by the 10th of the month and the members shall collect the same from the Club office during club hours, against acknowledgement. All payments shall be made by 20th of the same month. In case of any delays in payment, interest @1.5% per month shall be payable. Further, if the delay exceeds two months, the membership shall be suspended and the concerned member shall be debarred from utilizing the facilities of the Club till the outstanding dues are cleared.
4. All payments shall be made through crossed cheques favouring “Ashiana Gymkhana ” payable at Bhiwadi/Delhi.

5. In case of private parties, conferences, seminars etc. hosted by any member, separate bills shall be raised. An advance payment equivalent to 100% of the anticipated expenses shall be made by the member. Balance if any would be refunded/paid within a week of such an event.
6. In case a cheque from any member is dishonoured by the bank for any reason the Club shall stop all further credit facility to such a member, till such a time the outstanding bill is cleared through a demand draft/ banker's cheque. Future payment from such members shall be accepted only through demand draft/ banker's cheque.
7. The members are legally and financially responsible for their acts and also of their family members and guests.
8. The nominee(s) of a corporate member shall ordinarily pay the respective monthly dues. In their failure to do so the liability to clear the same shall be that of the corporate member through its authorized signatory.
9. Under no circumstances, the Club would permit local guests to use the facilities at the Club and the members are therefore expected not to entertain local guests at the Club. However in case of private parties/functions held by a member at the Club premises, the local guests would be permitted. Outstation guests can avail the facilities at the Club if accompanied by a member and subject to the rules and regulations of the Club in this regard. The liability in respect of the expenses incurred by the out station guest shall be that of the member.

10. SUSPENSION

The management shall have the absolute right to suspend any member in case the member is a defaulter in payment of bills or violates the rules and regulations of the Club or for any misconduct, which is prejudicial to the interest of the Club. The decision of the management shall be final and binding on the member. Such suspension may be revoked by the management after the concerned member explains the position to the satisfaction of the management and guarantees that such acts shall not be repeated. Such a member and member's family shall be debarred from using the facilities of the Club during the period of suspension.

11. TERMINATION OF MEMBERSHIP

1. Resignation

A member may resign from the membership of the Club by giving 90 (ninety) days notice in writing and clearing all the outstanding dues. Interest free deposit shall be refunded after deductions if any on completion of 10 years of membership.

2. Expulsion

2.1. The Managing Committee of the Club shall have a right to expel any member of the Club if in the opinion of the Managing Committee the concerned member or his family members or guests have repeatedly violated Rules and Regulations of the Club or have indulged in any activity which has damaged or is likely to damage the name or goodwill of the Club.

2.2. Without prejudice to the generality of the foregoing clauses, the Managing Committee shall have right to expel a member if the member concerned or his family members or guests are found to be-

(a) In possession of firearms, weapons etc., in the Club premises or its surrounding areas; and/

Or

(b) indulging in obscene behaviour ; and/or

(c) participating in any unlawful activity in the premises of the Club ; and/or

(d) entering into frivolous legal disputes with the Club; and/or

- (e) habitual defaulter in paying the dues of the Club ; and/or
- (f) indulging in any act which is likely to damage the goodwill, prestige and ambience of the Club;

2.3. The opinion of the Managing Committee in the matter of expulsion of any member shall be final and conclusive and the member concerned shall have no right of any audience or personal hearing.

2.4. The Club shall refund interest free deposit to such member only upon completion of ten years of membership.

3. Death

- 3.1. The membership of an individual member shall stand terminated upon his death or insolvency or upon being convicted of any offence by any Court of law relating to moral turpitude. Provided however, in case of death of a member the Managing Committee shall be at liberty to admit the spouse of the deceased member as a member of the Club upon receipt of an application in this regard. Upon such spouse being admitted as a member, the interest free deposit of the deceased member shall stand transferred to the account of such new member and the new member will not be required to make any additional payment for being admitted as a member in place and stead of the deceased member.
- 3.2. In case the spouse is not inclined to become a member of the Club then the Managing Committee shall refund the interest free deposit to the nominee or legal heir of a deceased member as per above given clause 6 (6).

Declaration

I/We have gone through and fully understood the above mentioned terms and conditions and agree to abide by the same.

Signature

Name: _____

Address: _____

Date:

Place: