

MEMBERSHIP RULES

1. DEFINITIONS

- 1.1 "MSMCT"** means **Mahadevi Sharma Memorial Charitable Trust**, registered under The Indian Trust Act, 1862, which term where applicable shall include its successors-in-interest and assigns.
- 1.2 "VIR"** means **VEDIC ISLAND RETREAT**.
- 1.3 "VIRM"** means **"VEDIC ISLAND RETREAT Membership"**, membership plan offered by MSMCT with entitlements and Privileges as specified herein.
- 1.4 "Applicant"** means any person(s) / company / firm who or which applies for VIRM by executing the application form prescribed by MSMCT.
- 1.5 "Membership Contribution"** means total contribution payable towards VIRM as per the contribution structure fixed by MSMCT from time to time and shall comprise of non-refundable Initial Contribution for enrolling into VIRM being 25% of the membership contribution payable towards Membership entitlement (excluding those set out in clause 1.10) by MSMCT.
- 1.6 "FCP"** means **Fractional Contribution Plan**
- 1.7 ("NVR")** means **"Notified VEDIC RETREATS"** i.e. retreats developed by MSMCT
- 1.8 ("VAD")** means **VEDIC Associate Destination** i.e. Destination acquired or on lease by any other arrangement by MSMCT and specifically made available for availing accommodation's from time to time for use of its Members.
- 1.9 "Day"** means a time interval between the check in time of a specified calendar date and the check out time of the subsequent calendar date as prevalent in a particular NVR.
- 1.10 "Member"** means any person(s) / company / firm in whose name the VIRM Certificate is issued on realization of 25% of the Initial Contribution.
- 1.11 "Membership Usage Period"** means a period of 10 or 20 years as set out in Clause 3.2.
- 1.12 "Annual Subscription Fees" (ASF)** means the annual fees payable by a Member towards utilities, upkeep, upgrade and maintenance of NVR/VAR Membership & reservation services and such other services provided by MSMCT in connection with VIRM.
- 1.13 "Season Classification"** means the division of the entire calendar year into such number of seasons as fixed by MSMCT from time to time. The Season Classification may vary from one resort to another and is subject to changes from time to time without any advance notice.
- 1.14 "Privileges"** means and includes Exchange, Accumulation, Split, Advancing of accommodation entitlement and all other similar services provided to the Members by MSMCT at its discretion in connection with VIRM during the Membership Usage Period.
- 1.15 "Week"** means any seven 'Days'

1.16 "Year" means the rolling year (12 calendar months) commencing from the date of the start of Membership Usage Period.

1.17 "Taxes" means the taxes and levies more particularly described in Clause - 7.

1.18 "Rules" or "Membership Rules" means the Membership Admission Rules and the Membership Usage Rules.

PART A: MEMBERSHIP ADMISSION RULES

2. ADMISSION TO VIRM

- 2.1** An Applicant is admitted as a member of VIRM upon the payment of 25% of Initial Contribution to MSMCT. MSMCT may at the request of the Applicant, agree to receive the balance contribution in installments under the contribution plan of MSMCT or any other scheme approved by MSMCT. In the case of installment contribution, the Applicant shall deliver post-dated cheques / ECS / Credit card authorization cards. The Applicant further binds them irrevocably to pay the installment contribution and undertake to ensure due and prompt contribution under the installment scheme.
- 2.2** The Member shall comply with the obligations to pay the complete contribution as per the agreed contribution structure and failure of which, shall amount to breach of contract by the Member.
- 2.3** The Applicant recognises that the contribution is payable by him/her for MSMCT's goodwill, reputation and brand equity and after having being satisfied before joining with the quality of the NVR's, quality of service and facilities and is therefore not refundable under any circumstances.
- 2.4** The VIRM Certificate shall be sent by MSMCT to the Applicant within 30 days from the date of realization of 25% of the total contribution admitting the Applicant as the Member of VIRM.

PART B: MEMBERSHIP USAGE RULES

3. ENTITLEMENTS OF VIRM

- 3.1** A Member is entitled to opt for a particular plan chosen by him/her at the time enrolment. Availing the membership every year in the accommodation and season specified in the certificate of membership in any of the NVR during the Membership Usage Period, provided the Member is not in breach of any of his obligations set out in the Rules. Member agrees to comply with the Rules governing NVR which Member may choose to avail the accommodation.
- 3.2** Prior to the commencement of the Membership Usage Period, the Member is liable to pay the contribution in full or in instalments under a fixed contribution structure of MSMCT or any other scheme approved by MSMCT.

- 3.3** In the case of fractional Contribution, the Applicant shall deliver post-dated cheques / ECS / Credit card authorization cards. The Applicants further binds themselves irrevocably to pay the contribution and undertake to ensure due and prompt contribution under the FCP.
- 3.4** The Member shall comply with the obligations to pay the total contribution as per the agreed contribution structure and failure of which, shall amount to breach of contract by the Member.
- 3.5** A Member can avail the accommodation by giving a request for reservation in a form(s) as may be prescribed by MSMCT.
- 3.6** All accommodation reservations shall be done on a first-come-first-served basis and are consequently subject to eligibility and availability. Request for reservation can be done two months prior to the commencement of the stay.
- 3.7** A Member is entitled to enjoy a minimum of 7 days and a maximum of 14 days as specified in the application form. Member shall not be entitled to enjoy a stay at the same NVR during the same period in the following year.
- 3.8** MSMCT reserves the right to limit the number of accommodations that can be booked simultaneously during one stay.
- 3.9** On confirmation of the availability to stay in the accommodation requested by the Member, MSMCT shall issue a confirmation voucher specifying the reservation details including check-in and check-out time to a Member for the stay. The Member shall abide by the terms and conditions mentioned in the confirmation voucher.
- 3.10** Request to transfer of confirmation voucher shall only be entertained by MSMCT one week prior to the scheduled stay.
- 3.11** The request for cancellation of confirmed stay at the accommodation is subject to such terms and conditions as specified by MSMCT from time to time. The following norms shall apply in the event of cancellation of confirmed stay. The request for cancellation of confirmed total no days of stay shall be made by the Member in writing through an email or on the receiving of hard copy of the request by "VIR". The date of receipt of the request for cancellation by MSMCT shall be reckoned as the date for the purpose of determining the applicability of cancellation norms.
- a) Up to 7 days before the start date - re-credit of entire number of days of stay.
 - b) From 15 days to a week before the start date of stay - 50% re-credit of the number of days of stay.
 - c) Less than a week from the start date of stay - the entire number of days shall be debited.
- 3.12** The maximum number of occupants per bedroom allowed shall be 2 Adults and 2 children's below 12years in one accommodation. The maximum number of occupants allowed at NVRs may vary between VARs and Member agrees to comply with the occupancy rules applicable to the particular VAR in which Member avails stay in the accommodation.
- 3.13** If for some reason, MSMCT is unable to provide stay in the accommodation after issuance of confirmation voucher in the allotted NVR, MSMCT shall provide alternate accommodation.
- 3.14** Notwithstanding anything stated herein above, MSMCT shall not incur any liability if it is not in a position to fulfil its obligations by reason of any war, civil commotion, force majeure, act

of God, other notification from any Court of Law or Government or any other reason beyond the reasonable control of MSMCT.

- 3.15** In all cases where MSMCT provides alternative accommodation or pays liquidated damages, the same shall be in lieu of the number of days confirmed in the confirmation voucher by MSMCT.

4. PRIVILEGES

- 4.1** Splitting: A Member can split the stay in the accommodation, entitlement and to avail the same subject to a minimum number of days to be utilized.
- 4.2** Accumulation: If you prefer long uninterrupted stay, then you can accumulate up to a maximum of 21 to 28 Nights (under 7 Nights/8 Days Membership) & 42 to 56 Nights (under 14 Nights/15 Days Membership) beyond which the unutilized days will lapse and cannot be reclaimed or refunded.
- 4.3** The Member can gift his/ her it's weeks / days subject to such terms and conditions as set out in clause 10.
- 4.4** Confirmation of Stay - The Stay requested by a Member consequent to the above has to be confirmed by issuance of confirmation voucher by MSMCT. All requests for the stay are subject to eligibility and availability.

5. ANNUAL SUBSCRIPTION FEES (ASF)

- 5.1** In addition to membership contribution an annual subscription fee (ASF) will be charged sixth year onwards @ Rs.15 per Sq.ft. It is to be used against maintenance & up gradation of the property. This amount is also used for recreational activities i.e., collective activities, indoor sports and cultural programs. ASF is likely to increase after Ninth year onwards annually based on weighted average inflation worked out on the basis of consumer price indices & wholesale price indices. You have to pay ASF amount before availing holiday entitlements, irrespective of the fact that you do or do not avail your holiday entitlements during the year and it has to be paid annually & regularly
- 5.2** A Member cannot avail of his / her / its stay entitlements unless the entire ASF due is paid in full.
- 5.3** Revision in ASF shall be effected by MSMCT based on the Consumer Price Index numbers for urban non-manual employees - All India and selected centres published by Reserve Bank of India as relevant to the period immediately preceding the period for which ASF is fixed. In the event of extra ordinary circumstances of abnormal increase in cost due to inflationary conditions, MSMCT shall have the right to take into account such extra ordinary circumstances and fix the ASF taking into consideration factors such as costs incurred in running and maintaining the NVR in India. And provision of various amenities and facilities to its Members. Member agrees to pay such revised ASF without demur.

- 5.4** In case a Member advances his / her / its entitlement under Clause 4.5 above, the ASF for the Year(s) advanced is payable by the Member at the time of advancing at the rates prevailing on the date of request.
- 5.5** The ASF is payable even if the Member does not avail his / her / its holiday during a particular Year and the Member specifically agrees to the same.
- 5.6** ASF is not refundable and non-payment of ASF would amount to breach of Contract.
- 5.7** In the event of non-payment of ASF including arrears if any within the stipulated period in spite of intimation in this regard from MSMCT to the address provided by the Member, the following shall apply:
- a)** Member shall not be entitled to avail the stay in accommodation till the payment of ASF together with interest, if any, that may be charged by MSMCT in accordance with clause (b) below.
 - b)** MSMCT reserves the right to charge interest on monthly basis for the outstanding ASF payable by the Member.
 - c)** In the event of non-payment of ASF and / or Interest by Member for two consecutive years at any point of time, MSMCT reserves the right to terminate the VIRM as set out in Clause 6.1(c). In the event of termination, the deductions and conditions mentioned in Clause 6.2 below shall apply.
 - d)** No transfer of Membership shall be given effect to by MSMCT until ASF together with interest, if any are paid in full by the Member.

PART C: GENERAL CONDITIONS

6. TERMINATION

6.1 In case you are not happy with the hospitality extended by VEDIC, then you are entitled to surrender your membership and ask for refund at any point of time during your membership period. Your account will be closed after due deductions of utilized previous stays exhausted in all years from the date of membership plus taxes/ service charges etc.), the balance will be reimbursed to you

6.1 In the event of termination / cancellation of VIRM, the following shall apply.

Rescission Period Termination / Cancellation: **A)** Withdrawal of application for VIRM shall be permitted within the Rescission Period which is 10 days from the date of realization of 25% of Admission Fee, provided such request for withdrawal is made in writing and signed by both the Applicants/Members in case of Joint Membership) and reaches MSMCT within 10 days from the date of application. In the event of such withdrawal, MSMCT shall be deducting 10% from the total /gross Membership Contribution (out of plan opted) towards the administrative charges within 30 days from the date of receipt of request for withdrawal. In the case of joint applications, refund shall be made to the first applicant only. **B)** In the event of cancellation by Applicant/Member/MSMCT of VIRM post Rescission period MSMCT shall be deducting 25% from the total/gross membership contribution towards the cancellation charges within the 30days from the date of receipt of request for withdrawal.

b) Termination: Membership can be closed in case of the following:

- ❖ Irregularities in payments of monthly contribution.
- ❖ Irregularities in payments of annual subscription fee (ASF).
- ❖ The house rules are not followed.
- ❖ Breach of contract or engagement in anything that gives **VEDIC**, a right to close your membership.

6.2 Upon termination, the following deductions shall be made by MSMCT from the amounts paid by the Member towards the contributions made.

- (a)** Pro rated contribution for the period (in years) from the start of Membership Usage Period to the date of termination. Part of the year shall be treated as full year for the purpose of calculating the deductions.
- (b)** Outstanding ASF together with interest if any.
- (c)** Taxes due as applicable
- (d)** Contribution of total no. of days stay enjoyed by the Member in excess of entitlement;
- (e)** Any other contributions due to MSMCT.
- (f)** Any premium / enrolment incentives.

6.3 In the event of termination aforesaid, the Member shall return to MSMCT the VIR Membership Certificate, Membership Card and other documents issued by MSMCT in order to avail of the refund of the contribution, if any. MSMCT shall refund the balance contribution if any, after deductions set out in Clause 6.2 above and after adding any amounts that may be due to the Member, within 90 days from the date of receipt of the above.

6.4 All requests for termination shall be made by the Member in writing.

7. TAXES:

A Member / shall be liable to pay all taxes / charges / levies statutory or otherwise imposed by or payable to any Government / local body or any other authority on Membership Contribution / ASF any other charge arising out of purchase and / or use of VIR Membership ("Taxes") excepting the Property / Municipal taxes which shall be paid by MSMCT.

Non-payment of taxes and levies shall disentitle the Member from enjoying Holidays and shall amount to breach of contract and result in termination of Membership. For the sake of clarity, the Member's liability to pay Taxes aforesaid tax shall include changes in rates to existing Taxes (either prospective or retrospective), enactment of new Taxes, etc

8. DEFAULT IN PAYMENT OF CONTRIBUTION / ANNUAL SUBSCRIPTION FEES:

8.1 In cases of default in payment of any contributions, MSMCT shall have the right to terminate the VIR in accordance with the Rules if the same is not paid. In the event of such cancellation, the cancellation charges / rules mentioned in Clause (6.2) above shall apply.

- 8.2** Without prejudice to the right of cancellation, MSMCT reserves the right to collect the delayed payments from the Member together with interest @ 15 % per annum for the period of delay.
- 8.3** Appropriation of Payments In case of part payment made by the Members towards any outstanding shall first be appropriated towards interest and then earlier dues / outstanding.

9. TRANSFER OF MEMBERSHIP, ETC.

- 9.1** A Member who has paid the full Membership contribution is entitled to transfer his / her / its Membership (5% of transfer/administrative charges shall levy) to any person provided there is no dues payable by the Member to MSMCT. Any such transferee shall be registered as Member only when he / she / it surrender the Original VIR Membership Certificate, Membership Card and an Authorization Letter for the Transfer. In addition to the above, the transferee shall also produce the document of transfer as prescribed by MSMCT duly executed by the previous Member and such other documents prescribed by MSMCT and pay such contribution as prescribed by MSMCT from time to time towards transfer charges for effecting Transfer of Membership. Any such transferee shall be entitled to avail the VIRM only during the unexpired portion of the Membership Usage Period subject to the terms and conditions contained herein. Re-issuance of the Membership Certificate shall be affected within 30 days from the date of transfer.
- 9.2** A Member is entitled to bequeath his / her Membership (without splitting or bifurcating the Membership) to any person. No transfer charge is payable to MSMCT in this regard. However, such legatee shall be registered as Member only when he/she surrenders the original VIR Membership Certificate and Membership Card, proof of such bequest and subject to such conditions and production of such documents as may be prescribed by MSMCT in this regard from time to time. Any such legatee shall be entitled to enjoy the week only during the unexpired period of the Membership subject to the terms and conditions contained herein and only after a fresh VIR Membership Certificate is issued.
- 9.3** In the case of joint applications, in the event of any Applicant/Member dying intestate, if 'either or survivor' option has been exercised, then the Application/Membership shall be automatically transferred to the surviving Co-applicant subject to all liabilities and obligations of the deceased and on production of death certificate of the deceased Member. A fresh VIR Certificate shall be issued to the survivor on surrendering the original VIR Certificate and if applicable, the Membership Card.
- 9.4** In the case of joint applications, in the event of any Applicant/Member dying intestate, if "either or survivor" option has not been exercised, or in the case of a single Applicant/Member, the Membership shall be transferred to the legal heirs on production of Death, Legal Heirship Certificate and such other documents as may be required by MSMCT.
- 9.5** In all cases, the legal heirs / successors to the deceased Applicant/Member shall be entitled to only the unexpired portion of the Membership on obtaining a fresh VIR Certificate from MSMCT and shall be subject to all liabilities and obligations of the deceased Applicant/Member.
- 9.6** Notwithstanding anything contained in this Clause 9, MSMCT shall have the sole right to refuse the transfer of Membership to any person:

- a) Who has been refused VIRM by MSMCT; or
- b) Having been admitted to VIRM the Membership was terminated / cancelled for any reason; or
- c) In the opinion of MSMCT is financially insecure or otherwise commercially undesirable to the interests of MSMCT. MSMCT's decision in this respect shall be final and binding.

10. GIFTING / RENTING

10.1 A Member holds the right to gift its weeks / days.

10.2 The authorized person in whose favour confirmation voucher is issued shall produce the proof of identity on request from MSMCT.

10.3 Notwithstanding anything contained in this Clause 10, MSMCT shall have the sole right to refuse the gifting in an open market to capitalize the same for commercial advances.

- a) Who has been refused VIRM by MSMCT or
- b) Having been admitted to VIRM the Membership was terminated for any reason; or
- c) In the opinion of MSMCT is financially insecure or otherwise commercially undesirable to the interests of MSMCT. MSMCT's decision in this respect shall be final and binding

11. GENERAL

11.1 All requests for stay in the accommodation shall be subject to eligibility and availability only.

11.2 MSMCT reserves the right to enter into any arrangements with any company/person/firm /AOP for provision of any additional services to the Members. The members are entitled to utilize such additional services on payment of such contribution as may be applicable/prescribed by MSMCT from time to time.

11.3 A Member shall not be entitled to avail stay in the accommodation or any benefits in case of any due contribution to be made or out standings payable to MSMCT as on the date of request for stay in the accommodation.

11.4 The number of NVR / VAR (that are available for stay varies from time to time. MSMCT reserves its right to withdraw any NVR / VAD from the list of notified Destination without notice. Further, the specifications and facilities of NVR such as kitchenette, sofa cum bed, size of room, etc may differ from one Destination to another. Information regarding the availability of NVR for staying and other details can be obtained from MSMCT. VAR may or may not have similar features as NVR such as kitchenette, size of rooms, etc and a Member who opts for VAR accepts such differences. Member confirms and agrees not to make any claim whatsoever against MSMCT on the ground that VAR do not have similar amenities or facilities as NVR.

11.5 MSMCT reserves the right to modify / amend / alter the terms and conditions contained herein and / or impose additional conditions at its sole discretion including but not limited to respect of reservation procedure, Privileges (Exchange, Accumulation and Advancing), appropriation towards all contributions and ASF, transfer of Membership, Gifting etc.

- 11.6** The Member shall enjoy a staying without causing any inconvenience or disturbance to other Members / guests at NVR.
- 11.7** MSMCT reserves the right to cancel the reservation anytime at the time of arrival or during the staying period, if a member is found to be infected with a communicable/Infectious disease.
- 11.8** Furtherance to above, If the member is suffering from prolonged illness and if the same found to be deteriorating, MSMCT shall only be providing basic first aid, therefore the member cannot request for any claim whatsoever during the period of his/her stay in the accommodation.
- 11.9** The Member / shall be liable for all the loss, damage, etc., incurred / sustained by MSMCT due to any act of commission / omission on their part or their members and authorized person/s. The Member shall make good the loss, damage, etc., immediately on demand from MSMCT. Valuation of loss by MSMCT shall be final and binding. Until the loss / damage is made good to MSMCT, there shall be no entitlement to enjoy the membership The Member shall comply and shall ensure compliance by their guests and authorized persons with all the house rules of the NVR.
- 11.10** Change of address, if any shall promptly be informed to MSMCT. In case, the Member shifts out of India then he / she / it shall pay such amount as may be fixed by MSMCT from time to time towards increased administrative expenses.
- 11.11** MSMCT may, at its discretion, permit upgradation of Membership into a **largand**/or higher season subject to availability, payment of additional contribution and such other terms and conditions prescribed by MSMCT from time to time.
- 11.13** All requests for staying and cancellations shall ordinarily be in writing through an email or on the receiving of the hard copy of the request signed by the Member and the co applicant in case of joint applications.
- 11.14** All correspondence from MSMCT shall be addressed to the first named Applicant only. In case of inconsistency in instructions or requests for stay, MSMCT shall act upon the instructions/requests of the first applicant only.
- 11.15** Any request (not pursuant to Transfer of Membership etc., mentioned in clause no. 9) by the Member which results in the issuance of fresh VIRM Certificate shall be effected by MSMCT upon payment of such charges towards administrative expenses as may be fixed by MSMCT from time to time.
- 11.16** The Membership Card issued / to be issued, renewal thereof or any other benefit/s is subject to such terms and conditions as may be prescribed by MSMCT from time to time.
- 11.17** In case the services are availed by a Family Member (the Co-Applicant in the application form) on the membership card issued to the primary member, he/she shall have to produce the proof of identity and relationship status on request from MSMCT.

12. ARBITRATION AND JURISDICTION

- 12.1** All or any disputes, differences or questions arising out of this transaction shall be settled by Arbitration by a sole arbitrator to be appointed by MSMCT. The arbitration proceedings

shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 including any amendments thereto. The venue of such arbitration shall be Noida. The language used in the arbitration proceedings shall be English only. The award shall be final and binding on the parties.

12.2 During the stay if any sort of dispute arises between “VIR” and member/s staying in the accommodation, he/she binds themselves to first address the dispute to “VIR” in writing before proceeding towards to choose legal course of action.

12.3 The award passed by the arbitrator shall be final and binding on the Applicants / Members and MSMCT.

12.4 In respect of all matters pertaining to this transaction, only the Civil Courts in Noida City shall have jurisdiction to the exclusion of all other Courts.