

CORPORATE MEMBERSHIP



DIRECTOR'S CLUB

AT

ROSETTA BY FERNS

SAKLESHPUR

Membership Rules / Terms and Conditions

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MEMBERSHIP RULES / TERMS AND CONDITIONS

I. Definitions:

- a. **“Accommodation Unit”** means the type of accommodation units designated with each Membership Plan chosen by a Member and as envisaged in Annexure – A;
- b. **“Annual Maintenance Charge”** means the annual charge payable by the Member to ‘Rosetta Resorts & Holiday Homes’ towards the maintenance and upkeep of the Primary Resort.
- c. **“Applicant/s”** means any Company / Firm / Limited Liability Partnership, who applies for the Membership by executing the requisite application form/s along with documents prescribed by Rosetta Resorts & Holiday Homes.
- d. **“Associate Resort”** means and refers to those resorts/clubs/hotels and holiday homes other than Primary Resort and Secondary Resort operated/managed by the persons associated with the promoters of ‘Rosetta Resorts & Holiday Homes’.
- e. **“Club Rosetta – Director’s Club”** refers to the Membership at Rosetta by Ferns – Sakleshpur for the maximum period of 20 (twenty) years commencing from the date of Membership Card / Certificate and expiring on the last day of the 20th (twentieth) year with certain privileges offered by Rosetta Resorts & Holiday Homes as detailed in ANNEXURE – B or as offered on the club website: www.rosettabyferns.com from time to time at the sole discretion of Rosetta Resorts & Holiday Homes.
- f. **“Day”** means a time interval between the prescribed check-in time of a specified English calendar date and the prescribed check-out time of the immediately following English calendar date.
- g. **“Enrollment date”** means the day following the expiry of period prescribed for withdrawal / return of Application subject to the application not being withdrawn or returned.
- h. **“Force Majeure”** means an occurrence of event by an act of God, flood, draught, civil commotion, order from any Court of Law or Government, local authority or any other reason beyond the reasonable control of Rosetta Resorts & Holiday Homes;
- i. **“Gift”** is the right to use the Membership benefits of a Member by the third party and granted without any consideration being paid by the latter to the Member.
- j. **“Guest”** means and refers to any bonafide employee/s or third party nominated by a Member and carrying requisite proof of identity and authorization letter issued by member (in the form as prescribed by Rosetta Resorts & Holiday Homes and as provided in the club website www.rosettabyferns.com), who shall be entitled to the privileges attached to the Membership of such Member during the validity of such authorisation.
- k. **“Holiday Exchange”** means reservation/booking of resorts/clubs/hotels/holiday homes for a holiday/leisure through holiday exchange company in lieu of / by way of trading Members’

entitled points at Rosetta By Ferns – Sakleshpur at a different resort / club / hotel / holiday homes affiliated to the Holiday Exchange Company OR Club Rosetta.

- l. **“Holiday Exchange Company”** is a third party with whom, Rosetta Resorts & Holiday Homes has holiday exchange program.
- m. **“Manager/Agency”** refers to a Manager or Agency engaged and appointed for the purpose of management and operation of Rosetta by Ferns – Sakleshpur including carrying business operation, customer service, marketing & sales management, revenue and financial, purchasing and other functions as may be required on its behalf and at the discretion of Rosetta Resorts & Holiday Homes.
- n. **“Member”** means any Company / Firm / Limited Liability Partnership in whose name the Membership Certificate is issued.
- o. **“Membership”** means Membership at **‘Rosetta by Ferns-Sakleshpur’** issued with privileges as specified herein at ANNEXURE – B upon receipt of membership fee in full;
- p. **“Membership Card”** means a Card issued by Rosetta Resorts & Holiday Homes to the Members inscribed with the membership identification number and the membership plan, which serves as a proof of Membership and Membership plan.
- q. **“Membership Certificate”** means a Certificate issued by Rosetta Resorts & Holiday Homes to the Members upon payment of the Membership fee and satisfactory verification of KYC documents which serve as a proof of Membership and Membership plan.
- r. **“Membership Deposit”** means the sum of deposit as applicable to the Membership Plan chosen by the Applicant and payable either to Rosetta Resorts & Holiday Homes or its nominee, subject to the Terms and Conditions in these rules;
- s. **“Membership Fee”** means fee payable to Rosetta Resorts & Holiday Homes by an applicant towards admission and other charges (if any) for the Membership at Rosetta by Ferns - Sakleshpur;
- t. **“Membership plans”** are plans formulated by Rosetta Resorts & Holiday Homes to the Members of Rosetta by Ferns and the privileges and entitlements based on the intrinsic value as indicated in the plans.
- u. **“Membership Points”** are points credited to the Member’s account based on the Membership Plans subscribed to by the Member at the beginning of every Membership Year.
- v. **“Membership Year”** means the rolling year (12 English calendar months) commencing from the date of payment of Membership Fee in full or the date mentioned on the Membership Card/Certificate, whichever is earlier and expiring 12 months from thereon.
- w. **“Night”** means the period from sunset to sunrise in each ‘day’ defined above.
- x. **“Primary Resort”** means and refers to Rosetta By Ferns – Sakleshpur”

- y. **“Primary Member / Membership”** means and refers to those members of Rosetta by Ferns - Sakleshpur, who have granted with and admitted for the membership primarily for Rosetta By Ferns - Sakleshpur irrespective of the category or plan he / she / it has chosen and this definition is to identify the members with their initial membership;
- z. **“Provisional Membership”** means the membership issued to the Applicant upon receipt of Membership fee in full.
- aa. **“Rosetta by Ferns”**, is a registered Trade Mark licensed to Rosetta Resorts & Holiday Homes.
- bb. **“Rosetta Resorts & Holiday Homes”**, a Registered Partnership Firm, incorporated under the provisions of the Indian Partnership Act, 1932, having its registered office at # 95, Amarjyothi Layout, 100 Feet Intermediate Ring Road, Domlur, Bangalore 71, the entity having ownership rights of underlying assets of Rosetta by Ferns - Sakleshpur;
- cc. **“Rules”** or **“Membership Rules”** mean the rules to be observed and complied with by a Member and his/her Guests and agreed in writing by the Member, as set forth in these rules and as modified from time to time and which shall be published on the club website: www.rosettabyferns.com at the sole discretion of Rosetta Resorts & Holiday Homes.
- dd. **“Season Classification”** means the division of the entire calendar year into such number of seasons as published on the club website, www.rosettabyferns.com.
- ee. **“Secondary Resort”** shall mean and refers to all resorts/clubs/hotels and holiday homes other than Primary Resort either developed/managed/operated by Rosetta Resorts & Holiday Homes.
- ff. **‘Secondary Member/Membership’** means the identification of a Primary Member in relation to all other resorts / clubs / hotels developed / managed / operated by Rosetta Resorts & Holiday Homes or affiliated Resorts / Clubs / hotels developed / managed / operated but other than Rosetta By Ferns – Sakleshpur.
- gg. **“Taxes”** means the taxes and levies applicable on all transactions made by Members or Guest at the Rosetta by Ferns.
- hh. **“Term”** means a period of Membership for ‘Rosetta by Ferns – Sakleshpur at Club Rosetta - Director’s Club’ commencing from the date of Membership and expiring at 12 Midnight on the last day of 20th (twentieth) year of English calendar from the date of Membership.
- ii. **“Week”** means and includes 7 (seven) days comprising of 4 (four) weekdays (Monday to Thursday) and 3 (three) weekends (Friday to Sunday).
- jj. **“Withdrawal/return of Application”** means either the request for withdrawal of application submitted for allocation of Membership by an Applicant within 21 (twenty-one) calendar days from the date of Application or return of the application by Rosetta Resorts & Holiday Homes, without any cause.

II. Admission:

1. An Applicant may be admitted as a Member of 'Rosetta by Ferns – Sakleshpur in the Club Rosetta - Director's Club' only upon due consideration and acceptance of a completed application form along with Know Your Customer (KYC) documents and receipt of the Membership Fee and Membership Deposit within the time prescribed. Upon the Applicant signing up for Membership and making payment of membership Fee in Full, a Provisional Membership will be issued to the Applicant. By submission of application, the Applicant binds himself / herself irrevocably to pay the Membership Fee and Membership Deposit in full and undertakes to ensure due and prompt payment of the same without any default, failing which it shall be deemed that the Provisional Membership stands suspended at the sole discretion of Rosetta Resorts and Holiday Homes.
2. As per the applicable Government Guidelines and KYC norms, the Applicant shall submit the required documents towards his / her / its proof of address and identity and other details along with the application and any other information as reasonably required by Rosetta Resorts & Holiday Homes, from time to time.
3. The Applicant/Member, if resident outside India/foreigner as defined in the Income Tax Act, 1961, shall be solely responsible for complying with the provisions laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment to India and provide Rosetta Resorts & Holiday Homes with such permission, approvals which would enable Rosetta Resorts & Holiday Homes to fulfill its legal obligations. Any breach of the forgoing shall be set right by the Member at the cost and risk of the Member alone and the Member shall keep Rosetta Resorts & Holiday Homes fully indemnified and harmless in this regard.
4. Withdrawal of Application: Applicant is allowed a period of twenty-one (21) calendar days (Cooling Off period) from the date of submission of application to withdraw their Membership application and claim for refund of Membership Fee and Deposits, if any paid. If the request/notice of withdrawal duly signed by the applicant is not received by Rosetta Resorts & Holiday Homes before expiry of Cooling Off period from the date of receipt of application, the applicant's right to claim the withdrawal shall lapse.
5. In the event of non-payment of entire Membership Fee and Membership Deposit including other arrears, if any, within the stipulated period, the following consequences shall apply:
 - i. Member shall not be allowed to avail any entitlement either at Primary Resort or Secondary Resort till payment of all monies due with interest, if any, in accordance with clause (ii) below are being paid.
 - ii. Interest on all amounts outstanding at the annual rate of public lending rate of State Bank of India + 5 % from the date of default till the payment of all dues.

6. Subject to the receipt of Membership Fee and Membership Deposit as applicable to the Membership Plan and other sums, the Primary Membership will be granted. The Member shall be entitled to upgrade the Membership Plan upon payment of the applicable upgradation fee.
7. Notwithstanding anything contained herein, the management of Rosetta Resorts & Holiday Homes at its sole discretion reserves its right to reject the application without quoting any reasons.

III. Usage:

1. Membership Points:

- a. The Member will be entitled for certain number of Membership points (depending upon the Membership plan chosen) at the beginning of every Membership year as stated in the Annexure - C. Number of days utilized will be accounted in the form of utilisation of the corresponding points accumulated in their account. No Member shall be entitled to claim any benefits based on the fraction of points available to his/her credit, which will be carried forward to the succeeding Membership Year.
- b. Advance credit of points: A Member may request Rosetta Resorts & Holiday Homes for advance credit of Membership points up to a maximum of two (2) successive Membership Years, for usage in the current Membership Year upon payment of annual subscription fees for the corresponding period in advance.
- c. Accumulation of points: All Membership points unutilised will be carried forward and if not utilised within 3 (three) years of its accrual, the same will automatically lapse without any obligation to Rosetta Resorts & Holiday Homes. No member shall be entitled to claim for payment of money or holidays in lieu/against lapsed membership points.
- d. The Member / Guest shall be entitled to usage of the resort/club/hotel and the facilities based on the Membership Plan subscribed.
- e. No member shall be entitled for commercial exploitation/ make gain out of his / her / its Membership either by parting away/sale of membership points or the entitled holidays / accommodation to any third party.

2. Seasons:

- a. Rosetta Resorts & Holiday Homes or manager appointed by it shall from time to time but with a minimum period of 9 (nine) months in advance announce the Season Classifications as under for the following calendar year on the club website, www.rosettabyferns.com. The Season Classification may vary every year and different from one resort to another depending upon the location and local festivities/celebrations, and over all the seasons classification will be identified based on the following:

- i. **Adventure Season:** Travel dates that are specially designed for our members to leverage their points and increase their entitled holidays from the membership.
- ii. **Premium Season:** All dates of the year apart from the Adventure & the Super Premium season which forms the base of the membership category entitling members to 4 weekday & 3 weekend holiday nights in a membership year.
- iii. **Super Premium Season:** Travel Dates, which include popular holidays such as Easter, Dussehra, Diwali, Christmas & New Year.

3. Reservation/amendments/cancellation:

- a. Booking window for reservation at all Rosetta by Ferns resorts/clubs/hotels opens 6 (six) months in advance for the Premium Season, Adventure Season and 9 (nine) months in advance for Super Premium Season. No reservations will be considered without the member's eligibility and entitlement for the same. All reservations shall be done on a first-come first-serve basis.
- b. For utilization of entitled privileges, Member shall be required to make advance reservation of his/her preferred schedule of reservation by logging on to club website, www.rosettabyferns.com or by such other modes, as may be prescribed by Rosetta Resorts & Holiday Homes. All bookings will be subject to availability of preferred accommodation and member having sufficient Membership Points to his/her credit. Rosetta Resorts & Holiday Homes will not guarantee the availability of accommodation as per the schedule of the Member's choice until an advance reservation is made and a Confirmation Voucher is issued to such Member by Rosetta Resorts & Holiday Homes.
- c. Subject to availability of accommodation at Primary or Secondary resorts/clubs/hotels listed on the club website, www.rosettabyferns.com and having sufficient Membership points to the credit of Member's account, the Member may reserve a maximum number of 3 (three) Accommodation Units at a time per Membership with a minimum booking of two (2) consecutive nights for each accommodation. However, during the New Year Period the Member needs book a minimum of three (3) consecutive nights for each accommodation. However, while a Member is opting for exchange of holidays through Exchange company or any resorts / club / hotels affiliated to Rosetta Resorts & Holiday Homes, the rules for reservation and accommodation as prevailing at the hosting resorts / clubs / hotels shall be applicable and Rosetta Resorts & Holiday Homes shall not be responsible for the availability / nonavailability of the required accommodation at the hosting resort.
- d. Upon reservation by the Member, Rosetta Resorts & Holiday Homes shall issue a Confirmation Voucher specifying the reservation details including check-in and check-out time in the specific resort / club / hotel. Additionally, the Member shall abide by the terms and conditions mentioned in the Confirmation Voucher and the house rules of respective resort / club / hotel.

- e. For all Amendments / Cancellations of confirmed bookings of the Accommodation Units, rules shall be applicable as stated in the club website: www.rosettabyferns.com, at the time of Amendment / Cancellation.
- f. If for some reasons beyond its control or due to a Force Majeure event, Rosetta Resorts & Holiday Homes is unable to provide reserved Accommodation Unit after issuance of Confirmation Voucher, it shall provide alternative accommodation of similar or superior units in the resorts/club/hotels identified by it and located nearby, without demanding any additional charges from the Member. In the event of Rosetta Resorts & Holiday Homes being unable to provide alternate accommodation due to any reason, it shall only be liable to compensate the Member by way of crediting of Membership Points up to a maximum of 1.5 times of the prevailing points charged for a similar Accommodation Unit in the resort/club/hotel.
- g. The Rosetta Resorts & Holiday Homes or the manager hereby reserves the right to amend / modify / withdraw any of the rules, terms and conditions in relation to the reservation/amendments/ cancellation and shall publish notice of such changes to the members in the club website: www.rosettabyferns.com.

4. Gifting of Holidays:

While a Member may Gift his/her/its holidays, he/she/it shall ensure that the appropriate authorizations and documentations along with applicable charges for the reserved Accommodation Units and Gift charges, if any, are complied with and paid in full prior to check in to the resort / club / hotel and the beneficiary of such Gift shall submit the proof his/her identity / KYC documents on request from Rosetta Resorts & Holiday Homes at the check in time. Provided always Rosetta Resorts & Holiday Homes has the right to reject any Gift, if it is ascertained that the same is for consideration.

5. Secondary Resort / Membership:

All Rosetta By Ferns resorts/clubs/hotels other than the Primary Resorts developed / managed / operated by Rosetta Resorts & Holiday Homes are considered as Secondary Resorts and the membership of a Member at such resorts/clubs/hotels shall be identified as Secondary Membership with all Secondary Resorts.

6. Holiday Exchange:

- a. By virtue of the Applicant becoming Member of Rosetta By Ferns – Sakleshpur, Rosetta Resorts & Holiday Homes shall arrange/provide Membership with Holiday Exchange Company to the Members for the initial 2 (two) years of membership. The Member would receive his/her membership kit directly from Holiday Exchange Company. Member will have the option to continue the Membership with such Holiday Exchange Company after expiry of

initial 2 (two) years of membership by paying the applicable renewal/subscription fee directly to such Holiday Exchange Company.

- b. The Member shall abide by all rules, regulations, guidelines, conditions, modifications etc., as may be prescribed by the Holiday Exchange Company from time to time. The liability and responsibility of Rosetta Resorts & Holiday Homes in respect of holiday exchanges is to certify the Member's entitlement as Member of Rosetta by Ferns for the purpose of exchange of holidays through affiliated resorts/clubs/hotels. Rosetta Resorts & Holiday Homes hereby warrants that Exchange accommodation is subject to availability at the Holiday Exchange Company destinations and is a matter purely between the Member and Holiday Exchange Company for which Rosetta Resorts & Holiday Homes shall not be liable or responsible in any manner, whatsoever for either the availability or the quality/standards/services.
- c. Through association of Rosetta by Ferns or Holiday Exchange Company, the Member also has the privilege to exchange holidays through the Holiday Exchange Company. Rosetta Resorts & Holiday Homes would only issues a certificate of Member's entitlement to enable the Member for such Holiday Exchange Facility. However, Rosetta Resorts & Holiday Homes will not guarantee the number of nights that may be available in the resorts / clubs / hotels through the Holiday Exchange Company in lieu of the holidays at Rosetta by Ferns - Sakleshpur. While the Member is on exchange of holidays, the consumption of points is based on the prevailing exchange rules of the hosting resorts/clubs/hotels and the Member shall be obligated to observe and comply with the house rules of such hosting resort/club/hotel.

IV. GENERAL CONDITIONS

1. Terms of use:

- a. In addition to the terms and conditions specified in this rule book, the Member shall always ensure that he/she and all its guests are in strict adherence to the house rules of the respective resort/clubs/hotels as may be applicable.
- b. Effective from the date of membership, each Member shall be liable to pay the Annual Maintenance Charge as may be applicable based on the category of Membership at Rosetta By Ferns to Rosetta Resorts & Holiday Homes and shall be payable in such manner as may be prescribed by Rosetta Resorts & Holiday Homes. The maintenance charge shall be subject to be revised from time to time depending upon the input costs of maintenance and up keep of the Primary Resort.
- c. The Membership is limited to the entry, use and enjoyment of the common facilities provided in the respective resorts. The Member shall be liable to make payment for all consumables and paid activities at such prevailing rates (with / without discount) as applicable at the respective resorts / clubs / hotels. Member shall be entitled to make use

of any additional services, if any, subject to additional conditions and payment of applicable charges.

- d. In the event of Member is having dues/outstanding payments to Rosetta Resorts & Holiday Homes on whatsoever account, in addition to other rights, Rosetta Resorts & Holiday Homes shall be entitled to deny the reservation/ refuse to issue voucher / certificate of membership points.
- e. The Member/Guest shall be allowed to occupy the reserved Accommodation Unit at the resort / club / hotel only upon submission of confirmation voucher issued by Rosetta Resorts & Holiday Homes before the check-in into the respective resort / club / hotel. The Member before checking-out from the resort / club / hotel, shall make payment of all charges as may be applicable for the services availed/utilized in the respective resorts / clubs / hotels.
- f. Other than the entitlement for the type of Accommodation Units based on their Membership Plan, subject to payment for all facilities 'on pay and use' basis or otherwise, the Member or Guests of the Member shall during the weekdays entitled to make use of the resort / club / hotels facilities on a day visit and use of swimming pool, gym facility, restaurant etc. Rosetta Resorts & Holiday Homes reserves its right to amend/modify these rules applicable for the use of facilities at the resorts/club/hotel, from time to time depending upon the necessity.
- g. The specifications and facilities of the Accommodation Unit type & size may vary between Primary Resort and Secondary Resort and basic facilities available in the respective resorts/clubs/hotels shall be updated on the club website: www.rosettabyferns.com from time to time.
- h. The maximum number of family members / guests allowed for the respective Accommodation Unit shall be as provided in ANNEXURE - A. There shall be no accommodation charges applicable for one child below 6 (six) years provided the child shares the bed along with parents. Children between the age group of 6 (six) -12 (twelve) years shall be charged as per the tariff / rates as may be applicable in the respective resorts/clubs/hotels. All members/Guests aged 12 (twelve) years & above shall be considered as adults.
- i. The Member / guest is required to pay such additional fees including access fee or such other charges as may be applicable and prescribed from time to time for usage/experience in Primary Resort or Secondary Resort or holiday destinations facilitated through the Holiday Exchange company. It is urged that the Members visit the club website www.rosettabyferns.com from time to time to acquaint themselves to the various facilities and terms of use as well as the changes, if any in the rules.
- j. The Member/s shall visit the club website www.rosettabyferns.com from time to time to acquaint themselves to the various facilities and terms of use as well as the changes, if any to these terms and conditions.

2. Cancellation/surrender/termination of Membership by a Member:

- a. The Member shall not be entitled to cancel / surrender / terminate its Membership within 5 (five) years from the membership date.
- b. Subject to payment of all arrears/dues, if any outstanding and payable to Rosetta Resorts & Holiday Homes, after expiry of 5 (five) years from the membership date, the Member may surrender/cancel the Membership by submitting a request in writing duly signed by/on behalf of the Member.
- c. In case of breach of rules and regulations of the Resort/club/hotel by Member, Rosetta Resorts & Holiday Homes may at its sole discretion terminate the Membership of such Member. In the event of termination of membership, the Member shall lose all his/her/its privileges under the Membership.
- d. In the event of such cancellation of Membership/surrender of Membership by the Member, the Membership deposit shall be refunded in the manner as set out at **Annexure D** below within 90 days of receipt of notice thereof subject to deduction of any dues together with interest thereon. Such request for refund shall be entertained only upon the Member submitting a letter to the effect and surrendering / returning the original Membership certificate, original Membership Card and other document issued by Rosetta Resorts & Holiday Homes and executing such other documents, as may be required.
- e. In case of surrender / cancellation / termination of membership occurs prior to the completion of 5 membership years, the member shall not be entitled for refund of membership deposit.

3. Suspension of Membership:

- a. Rosetta Resorts & Holiday Homes reserves the right to suspend the Membership on occurrence of any of the following events for such period at its sole discretion:
 - i. Breach/noncompliance by Member or its Guests of the rules prescribed at Primary Resort or Secondary Resort or at any of its associate resort.
 - ii. Misuse / unauthorised use of Membership Card by a Member / its Guests.
 - iii. Any other action by the Member or its Guests or occurrence of any event or situation within the premises of Primary Resort or Secondary Resort or its associates or at the resorts/clubs/hotels located within / outside India involving the Member or its Guests, which constitutes a criminal offence/default in terms of these rules or the applicable jurisdictional laws.
 - iv. Failure to pay / non-payment of any amount due to Rosetta Resorts & Holiday Homes within the prescribed period/before expiry of period provided under a notice demanding payment of dues.
- b. Upon suspension of Membership for any reasons, the Member shall lose his/her/its privileges under the Membership during the period of suspension and not entitled for

entry into any of the resorts/clubs/hotels of Primary Resort or Secondary Resort or Associate Resort or through the Holiday Exchange Company during the suspension period. The duration of Membership Suspension shall be at the discretion of the Rosetta Resorts & Holiday Homes.

- c. The Member, whose membership is under suspension on account of delay/nonpayment of dues of Rosetta resorts & Holiday Homes, may on submission of a request for revival of membership along with payment of all dues together with interest, as may be applicable, entitled for reviving of his/her membership. Upon reviving the membership as above, such Member shall be entitled for all benefits and entitlements under the membership. However, by such revival, the Member shall not be entitled for claiming of membership benefits for the period the membership was under suspension.

4. Taxes:

The 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 fee/deposit, annual subscription fee or any other charge arising out of acquisition of Membership and/or use of Membership. Non-payment of prevailing taxes, rates and levies shall amount to breach of contract and consequences of breach shall take place at the discretion of Rosetta Resorts & Holiday Homes.

5. Succession of Membership:

- a. Subject to completion of 5 years of Membership and no dues outstanding by the Member, the membership shall be eligible for transfer only in favour of a person or entity designated to be entitled for the Membership in terms of change in the management of Member establishment or in dissolution of a firm/winding up of the entity, provided a prior written consent was accorded by Rosetta Resorts & Holiday Homes. However, the Membership shall not be eligible for transfer/assign for consideration/gift to any third party.
- b. In case of transfer of membership as referred above, the transferees or the new Member shall be entitled only to the unutilised Membership Points available in the account of such Member and future entitlements for the unexpired period of the Membership term on obtaining a fresh Membership Certificate and shall be subject to comply with the rules as applicable thereafter.
- c. No transfers referred above shall be permitted for more than one person/entity. Upon transfer of Membership as above, a fresh certificate will be issued to the successor, as a sole Member.
- d. Notwithstanding anything contained herein, the transfer of Membership to any person on account of circumstances stated above may be refused on account of.:

- i. Whose request / application is sub-judice and a notice has been served on Rosetta Resorts & Holiday Homes from the competent courts, as such, or
- ii. The transferee having been a Member earlier and the Membership was terminated / cancelled due to misconduct or due to breach of Membership Terms and Conditions, or,
- iii. In the opinion of Rosetta Resorts & Holiday Homes, it is undesirable to the interests of safety of guests of the resort / club / hotel and assets of the resort / club / hotel and decision of Rosetta Resorts & Holiday Homes in this respect shall be final and binding.

6. GENERAL CONDITIONS:

- a. Any payment made by the Member would first be appropriated towards interest due on any outstanding amounts payable by the Member and then against the principal dues/outstanding amounts payable by the Member.
- b. Any request by the Member for issue of fresh Membership Certificate/Card shall be adhered only upon payment of applicable charges towards administrative expenses as may be fixed by Rosetta Resorts & Holiday Homes from time to time and execution of documents, as may be required.
- c. The Member shall promptly and immediately upon a change in its address for communication and contact details including email addresses, notify the same and provide new address and contact details to Rosetta Resorts & Holiday Homes. In case of noncompliance with this rule by any Member, it is presumed that Rosetta Resorts & Holiday Homes is in full compliance with sending all communication to the last known address as available in its records. In case, the member relocates outside India, then he / she / it shall pay such amount as may be fixed by Rosetta Resorts & Holiday Homes from time to time towards increased administrative expenses. All/any communication when sent to the email address of the Member and receipt of acknowledgement of read receipt, shall be considered as a valid service of all communications/notices. All correspondence from Rosetta Resorts & Holiday Homes shall be addressed to the Member only.
- d. The Rosetta Resorts & Holiday Homes reserves its right to provide the varied rate of discounts or other kind of business promotions at its sole discretion to the different category of Membership Plans or schemes introduced from time to time.
- e. The Member / Guests shall not be entitled to carry out any changes to the existing built in structure and the layout of furniture and fittings provided within the accommodation. In case of any damages caused to the property of resort / club/hotel or any third party (Member / non-member) by reason of any acts/omission by any Member or his Guests, respective Member shall make good all such losses / liable for all consequences of such damages. Decision of the management of the respective resort / club/hotel shall be final in ascertaining the quantum of losses and damages. In the eventuality of failure of Member to make good the losses/damages caused, same shall be considered as breach of the terms and the management and administration of the respective resort/club/hotel may take

such legal steps as may be required for recovery of the damages/losses including deduction of such sums from the Membership deposit and termination or suspension of Membership upon such conditions as it may deem fit.

- f. The Member shall not use the resort/club/hotel and the facilities for any purpose other than in the course of holidays and cause any nuisance to the occupants/guests of the resort/club/hotel. In case of any malpractices including commercial exploitation of the Membership benefits contrary to the rules or use of the facilities for any illegal/unlawful activities, the management and administration of the respective resort/club/hotel may at its sole discretion entitled to take such legal recourses available to it including but not limited to cancel/termination of the Membership of such Member with immediate effect.
- g. Once a Member changes his/her/its Membership plan, the rules and regulations applicable to the new plan will be applicable for all purposes.
- h. Rosetta Resorts & Holiday Homes reserves its rights to classify, provide additional privileges and adopt different rules for each Membership category.
- i. Rosetta Resorts & Holiday Homes, reserves the right to enter into any arrangements with any company/person/ firm/ Association of Person (AOP) for the operation & maintenance of the resort/club/hotel and for the provision of any additional services to the Members.
- j. Rosetta Resorts & Holiday Homes 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 the reservation procedure, Privileges (Exchange, Accumulation and Advancing), Access Fee, Gifting, etc. and same would be communicated to the Members as and when the modification, alternation, amendment and addition is effective by way of publication/notifications on the club website: www.rosettabyferns.com
- k. In the event there being any dispute between the parties on account of,
 - i. a claim of breach of the agreement or conditions of services raised by the Member against Rosetta Resorts & Holiday Homes; or
 - ii. claims between the parties inter-se with regard to the rights and obligations, any default on the part of Rosetta Resorts & Holiday Homes or its employees, contractor / third party vendors appointed by Rosetta Resorts & Holiday Homes; or,
 - iii. due to any other Cause,

as a consequence, the liability of Rosetta Resorts & Holiday Homes shall not be more than the Membership Fee received from the Member;

Provided always, the Member shall only be entitled to ask for damages of direct loss to the member and not for any indirect loss, injury or hardship claimed to be suffered by the member and/or his/her guests;

- l. All or any disputes, difference or questions arising out of the membership at Rosetta By Ferns – Sakleshpur shall be resolved amicably and in the event it does not get resolved

so, the same shall be settled by Arbitration by a sole arbitrator to be appointed by Rosetta Resorts & Holiday Homes. The sole arbitrator shall be the General Manager of Rosetta Resorts & Holiday Homes or such person appointed by it. 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 Bangalore, Karnataka, India. The language of the arbitration proceedings shall be English only. The award shall be final and binding on the parties. Any dispute with the Holiday Exchange Company or the hosting resorts/club/hotel, the same shall be resolved as per the rules of the Holiday Exchange Company or the respective hosting resort/club/hotel, as the case may be, and Rosetta Resorts & Holiday Homes shall not be made a party to the same.

Annexure – A

Membership Plan:

The Membership Plan is based upon the type of Accommodation Unit attached as under:

| Category name | Type of Accommodation Unit | Maximum Number of people permitted |
|-------------------------------|-----------------------------------|---|
| Rosetta by Ferns - Silver | Studio | 2 (two) adults + 1 (one) child |
| Rosetta by Ferns - Gold | 1 Bedroom Suite | 3 (three) adults + 2 (two) children |
| Rosetta by Ferns - Diamond | 2 Bedroom Suite | 4 (four) adults + 2 (two) children |

ANNEXURE – B

Privileges of Membership in Rosetta by Ferns - Sakleshpur

1. Member entitled to 1 week (as defined above) of premium season holiday in a Membership year for 20 years from the date of Membership.
2. Member can split entitled holidays subject to a maximum number of 3 (three) Accommodation Units at a time per Membership with a minimum booking of two (2) consecutive nights for each accommodation. However, during the New Year Period the Member needs book a minimum of three (3) consecutive nights for each accommodation at the Primary and Secondary Resorts/clubs/hotels
3. Subject to the house rules of the resort/club, Member can access Rosetta by Ferns - Sakleshpur as a non-resident during week days make use of resort/club facilities such as swimming pool, SPA, GYM etc., as a non-resident member.
4. Upon making reservation of minimum 24 hours in advance and subject to payment for all consumables and paid activities, the Member shall be entitled for the use of an Accommodation Unit for a period of 2 hours on a maximum of 3 (three) times in a Membership year..
5. Subject to compliance with the applicable terms and conditions, the Member of Silver, Gold, category is entitled for upgrade his/her Membership for any higher/premium category, subject to the conditions as may be applicable at the relevant time.
6. Member of Gold & Diamond Plan is entitled for dedicated in- house butler services.
7. Members also entitled for all the privileges of Secondary Membership at all Secondary Resort/Clubs.
8. In addition to the above privileges, a Member may also be entitled for certain additional benefits as and when introduced, if any and the same shall be updated on the website: www.rosettabyferns.com

ANNEXURE – C

Holiday entitlement Versus Membership Points

The Member will be eligible for allocation of certain number of membership points (depending upon the Membership plan chosen as in the table below) to his/her account in the beginning of every Membership year as under and conversion of points into number of holidays as under:

| Category | Accommodation Unit | Total points for 7 days in each category to be added in each year | Points to be charged for each day during*: | |
|----------------------------|--------------------|---|--|-----------|
| | | | Week days | Week ends |
| Rosetta by Ferns - Silver | Studio | 130 | 13 | 26 |
| Rosetta by Ferns - Gold | 1BR Luxury | 190 | 19 | 38 |
| Rosetta by Ferns - Diamond | 2 BR | 250 | 24 | 48 |

** Points referred in the above table is as applicable for the Premium Season. Points for all categories and seasons shall be as mentioned in the club website www.rosettabyferns.com.*

Explanation with example:

1. In case of a Member having privilege of Rosetta by Ferns - Sakleshpur – Silver Plan, desires to have holidays with 1 BR Luxury accommodation, the number of days' entitlement stands reduced in view of spending higher points.
2. In case of a Member having membership at Rosetta by Ferns - Sakleshpur - Gold Plan, prefers a holiday in a Studio accommodation in the Adventure Week, the number of entitlement days will be more as he/she will end up spending lesser points for each day's stay at the resort.

ANNEXURE - D

Refund matrix for refund of Membership Deposit:

| Sl. No | Duration of Membership from the date of Membership | Percentage of Deposit to be refunded |
|--------|--|--------------------------------------|
| 1 | 5 | 62.50% |
| 2 | 6 | 65.00% |
| 3 | 7 | 67.50% |
| 4 | 8 | 70.00% |
| 5 | 9 | 72.50% |
| 6 | 10 | 75.00% |
| 7 | 11 | 77.50% |
| 8 | 12 | 80.00% |
| 9 | 13 | 82.50% |
| 10 | 14 | 85.00% |
| 11 | 15 | 87.50% |
| 12 | 16 | 90.00% |
| 13 | 17 | 92.50% |
| 14 | 18 | 95.00% |
| 15 | 19 | 97.50% |
| 16 | 20 | 100.00% |

MEMBERSHIP DECLARATION

I / We have gone through the Terms and Conditions and have understood the same. I / We accept the Terms and Conditions of membership at Rosetta by Ferns – Sakleshpur and hereby agree to abide by the same.

Place:

Date:

Executed in the presence of:

For Rosetta Resorts & Holiday Homes

Applicant

Authorised Signatory

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For Rosetta Resorts & Holiday Homes

Authorised Signatory

Applicant/s