

The Amrapalli Time Share Rules

(2010)

General Rules

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1. AMRAPALLI Time Share Name and Organization

- 1.1 The name of the Time Share unit is "The AMRAPALLI".
- 1.2 The object of the Time Share is to provide recreational facilities for its owners, owners' guests and visitors.
- 1.3 The Time Share is a proprietary facility, the proprietor of which is "The AMRAPALLI RESORTS" (hereinafter called "the Proprietor").
- 1.4 The Proprietor will provide the Time Share ownership within the resort premises at The AMRAPALLI, PHUL NAKHARA – OLATPUR STATE HIGHWAY, CUTTACK, ORISSA, INDIA. and such premises as may be required for the purposes of the Time Share and such furniture, fittings, and equipment as may reasonably be necessary for carrying out the business of the Time Share in accordance with these rules. The Proprietor shall be responsible for the expenses in respect of the Time Share including rates and insurance of such premises and the depreciation and renewal of the contents thereof.
- 1.5 The General Rules shall be applicable to all Time Share owners, owners' guests and visitors.

2. Time Share Owners & Its Classifications.

- 2.1 The Time Share owner shall be formed from time to time by the Proprietor of The Amrapalli Resort and its officials.
- 2.2 There may be an official of The Amrapalli Resort who shall be nominated by the Proprietor. The officer has a term of three years, unless agreed by the Proprietor. The term shall start on 1st April and end on 31st March.

2.3 **Owner for 2 nights 3days**, shall mean owner, his/her spouse and one or two kid (less than 5yrs) may avail 2 nights and 3 days in Amrapalli Resort for life time (20yrs) on specific days on every year. Any person who is serious of becoming a owner for the said days in every calendar year shall apply in the prescribed format along with payment for enrollment. Owner shall be bound by all the terms conditions to be a life time owner of Time Share.

2.4 **Owner for 4 nights 5 days**, shall mean owner, his/her spouse and one or two kid (less than 5yrs) may avail 4 nights and 5 days in Amrapalli Resort for life time (20yrs) on specific days on every year. Any person who is serious of becoming a owner for the said days in every calendar year shall apply in the prescribed format along with payment for enrollment. Owner shall be bound by all the terms conditions to be a life time owner of Time Share.

3. Time Share Ownership procedure

3.1 Any category of candidate who applies for admission to the Time Share ownership should be proposed by the Proprietor and/or an existing Time Share owner who shall vouch, from their personal knowledge, as to the suitability of the candidate. A candidate will be interviewed by or on behalf of the Proprietor and shall not be admitted without the approval of the Proprietor.

3.2 After the initial payment of the joining fee, house levy as applicable and provision of a direct debit mandate, the candidate shall then become a Time Share owner of the Amrapalli Resort and be entitled to avail all the benefits and privileges of Time Share ownership and be bound by these rules. Any infringement of the rules at any time may result in the withdrawal of Time Share ownership.

3.3 Time Share ownership shall be valid for a period of 20 years. In the case of Time Share ownership being cancelled or withdrawn by the Proprietor no joining fee, house levy made to the Resort shall be returned to the Member.

4. Jurisdiction

4.1 Any dispute or differences arising between Time Share Owners and the management of The Amrapalli Resorts related to Time Share matters shall always be subject to jurisdiction of court at Bhubaneswar, Orissa only.

5. Complaints, Discipline, Reprimand, Suspension, Expulsion and Resignation

5.1 All complaints or grievances must, in the first instance, be made in writing to the Amrapalli officials..

5.2 The Officers of the Amrapalli Resorts may refuse admission to the Time Share owner or their guests to leave the resort premises if such a Member and/or their guest is in breach of these rules or the by-laws or any regulations from time to time in force.

5.3 No appeal whatsoever shall lie from the Proprietor's decision nor shall any Member or guest have any claim or remedy whatever against the resort, or any Director or employee of the Proprietor in respect of any such matter.

5.4 Any Time Share owner may resign their Membership by giving written notice to the resort office within 10 working days of receiving the request.

5.5 No joining fee, made to the resort, including any house levy credit balance, shall be returned to the Time Share owner.

5.6 Time Share owners within their first 10 days of Membership may resign, although they will still be bound to bear payment of Rs.10000/- (Ten thousands) only for their category of Time Share ownership as registration fee.

6. Guests and Visitors

6.1. Subject to the provisions of these rules, Time share Members shall be permitted to introduce guests and entertain them. Time share Members shall be responsible for their guests' expenses and behavior.

6.2. All guests must provide a valid form of photo identification and sign the guest registration form.

6.3. The Officers of the Resort may suspend or restrict the right of Guest and visitor Members to introduce guests (playing or non-playing) on any day or days they deem it desirable to do so.

6.4. The Officers of the Resort shall have the authority to refuse admission (without assigning any reason) to any of the Club's facilities to any Member, guest, or visitor if, in their opinion, it is in the best interests of the Club.

6.5. No person whose application for Time share Membership has been rejected, any former Member of the Resort or Amrapalli club whose Membership has been withdrawn, current member of staff, or former member of staff may be introduced as a guest except with the permission of the Managing Executive.

7. Admission as a Time share owner / member.

7.1. All Time share owners shall fill the requisite application form with respective Time share unit purchase price to enable as a Time share owner / member of The Amrapalli.

7.2. All Time share owners shall bring their Membership cards on all visits to the Resort reception before using any of the facilities. Members should also use their Membership card number when booking Resort facilities.

7.3. Membership cards are the property of the Proprietor and shall be produced or returned on demand. Membership cards must feature an up-to-date photo. Membership cards are not transferable. There is a Rs200.00 membership card replacement charge.

8. Subscriptions of Time share

8.1. Subscriptions of Time share (20 Years) –

8.1.1. Rs.20000/- (Twenty thousands) for two nights and three days.

8.1.2. Rs.35000/- (Thirty five thousands) for four nights and five days.

9. Fire Evacuation Procedure

9.1. In the event of the fire alarm being activated, please leave the building instantly and make your way to the car park.

9.2. DO NOT attempt to collect your belongings.

9.3. DO NOT re-enter the building until you have been told it is safe to do so.

10. General Rules - All Time share Owners / Members

10.1. All Time share Member of the Resort shall give an address for the receipt of all notices and in the event of change shall notify the Membership Department. All notices posted to a Member's last given address shall be considered as having been duly delivered on the second day following the day of posting.

10.2. Members and their guests shall only park their respective vehicles in areas designated by the Resort.

10.3. The supply of intoxicating liquor will be permitted in the BAR during general licensing hours, being granted by concerned excise licensing department.

10.4. The Amrapalli Resort and the Proprietor cannot in any circumstances be responsible for :

10.4.1. Loss or damage to any property of any kind while it is in the Resort premises or grounds including loss of or damage to motor cars parked, collected, or driven by owners, servants, or agents of the Resort or the Proprietor, or to the contents or accessories of any such motor cars while on Resort premises.

10.4.2. Injury of any kind while in the Resort premises or grounds, unless such injury arises as a result of any negligent or unlawful act on the part of the Resort or its employees.

10.5. All equipment left at the Resort in bag storage will be done so at the owner's risk. The company accepts no liability for loss of such equipment. Members are advised to insure against any of the above. Also, Members must have their own insurance along with their guests.

10.6. Except with the written consent of the Proprietor, no Member, guest, or visitor shall take or give photographs or the address of the Resort in any advertisement or use the Resort's name or likeness or address for any business purposes whatsoever.

10.7. The Resort reserves the right to use any photographs taken by the Resort (or the official Resort photographer) of a Member or guest on the estate or during external social events for its own material (web site, newsletter, brochures, advertising etc).

10.8. Members, guests, and visitors will not make use of any restaurant, bar and the public rooms for business purposes to the extent of demonstrating hardware, using laptop computers, or showing brochures or plans. Other rooms in the Resort are available by arrangement.

10.9. No animals shall be allowed in the Resort.

10.10. The hours when the Resort's facilities are open will vary and will be posted on the website

(www.amrapalli.com).

10.11. No mobile phones shall be used in tennis courts, Health club, Spa (Atrium and treatment rooms).

10.12. Laptop computers (with no sound) may only be used in the restaurants and bars for personal use (i.e. no presentations).

10.13. No food and beverages shall be brought on to the estate for consumption, which has not been purchased from the Resort.

10.14. Gaming of Cricket and Football are only allowed on the Front Temple garden and with prior permission.

10.15. Bicycles are only allowed on the main road (not on any grass and paths) on the estate.

10.16. Regular maintenance of the Resort and grounds shall take place which may require complete or partial closure of Resort facilities. The Resort shall not refund or compensate for such closures.

10.17. The Proprietor shall be the sole authority for the interpretation of these Rules and the decisions of the Proprietor shall be final and binding on the Members.

10.18. These Rules and prices may be changed, varied, or revoked by the Proprietor, and any change, variation, or revocation of the Rules shall be deemed to have been brought to the notice of the Members provided that a copy thereof is duly displayed on or placed next to a Resort notice board and posted on the Resort's web site (www.amrapalli.com).

10.19. Time share dates shall be from Monday to Thursday only.

Signature of Time share Owners / Members