

CLUB MAHINDRA HOLIDAYS MEMBERSHIP: 25 YEARS MEMBERSHIP RULES

I. DEFINITIONS

- 1.1. **"Annual Subscription Fees" (ASF)** means the annual fees, as stipulated by MHRIL from time to time, payable by a Member every year towards utilities, operation and upkeep of resorts, running and maintaining various Member facilities at resorts, renovation and refurbishment of resorts from time to time, Member support services including Customer Relations Management (CRM) systems, reservation services, creating and maintaining digital infrastructure including upgrading hardware, software, mobile apps and any other services provided by MHRIL in connection with Club Mahindra Holidays Membership (CMHM).
- 1.2. **"Apartment Type"** means a furnished Studio or 1 Bed Room or 2 Bed Room Apartment as mentioned in the Membership Application Form.
- 1.3. **"Associate Resorts" (AR)** means resorts and hotels, tied up for rooms, apartments or any other type of accommodation under any type of arrangement, whether in India or abroad, and declared by MHRIL from time to time, where the Member may book holidays as per his/ her/ its entitlements under the Membership.
- 1.4. **"Cancellation of CMHM"** means cancellation of CMHM by the Member any time after 15 calendar days from the date of realization of the Down Payment by MHRIL where upon the Member may get refund of the Membership Fee paid, subject to the terms and conditions as mentioned in Rule 8.4 herein below.
- 1.5. **"Club Mahindra Holidays Membership" or "CMHM" or "Membership"** means vacation ownership Membership offered by MHRIL with Entitlements and Privileges as specified herein.
- 1.6. **"Club Mahindra Resorts" (CMR)** means resorts owned, leased or taken by MHRIL through any other arrangement and made available from time to time for use of CMHM Members.
- 1.7. **"Day"** means period between the specified check-in time of a specified calendar date and the check-out time of the following calendar date. The check-in time and check-out time may vary from resort to resort.
- 1.8. **"Designated Beneficiary"** means the person chosen by the Individual Member, at the time of enrolment and/or thereafter (by written request), in whose name the Membership will be transmitted post demise of the Member. The Member can only choose any one of his/her immediate family Members viz, Spouse, Son, Daughter, father or mother, as the Designated Beneficiary.
- 1.9. **"Down Payment"** means the minimum upfront payment made by the Member towards the Membership Fee as fixed by MHRIL from time to time and as mentioned in the MAF.
- 1.10. **"Enrolment Benefits"** means the one-time enrolment benefits, as more specifically mentioned in the Membership Application Form, which may be availed by the Member while adhering to their respective terms and conditions in respect thereof.
- 1.11. **"First User"** means an individual designated by a Company/ LLP/ Firm/ Association/ HUF/ Trust to be so in relation to its CMHM to avail the benefits of the Membership.
- 1.12. **"Guest"** is a person who is not a Member.
- 1.13. **"Member"** means any individual/ Company / LLP/ Firm/ Association/ HUF/ Trust in whose name the CMHM Certificate is issued. In case of a Company/ Firm/ LLP/ Association/ HUF/ Trust, only 2 persons as authorised by it would be entitled to the benefits of the CMHM.
- 1.14. **"Membership Application Form (MAF)"** means the Application form of MHRIL signed by the Member for purchase of Membership. The MAF contains the Membership Rules, payment plan, Member's Review for Confirmation of Understanding of Membership Rules and such other documents as prescribed by MHRIL from time to time.
- 1.15. **"Membership Fee"** means total fee payable towards CMHM as fixed by MHRIL from time to time. The Membership Fee shall comprise of:
 - a) a non-refundable one-time Admission Fee (AF) for enrolling into CMHM, being 60% of the Membership Fee.
 - b) an Entitlement Fee (EF) payable towards availment of entitlements by the Member during the Membership Usage Period, being 40% of the Membership Fee; and The Membership Fee includes taxes, as applicable.
- 1.16. **"Membership Usage Period"** means a period of 25 years commencing from the date as set out in Rule 3.2.
- 1.17. **"MHRIL"** means Mahindra Holidays and Resorts India Limited, a public limited company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mahindra Towers, 1st floor, A Wing, Dr. G.M. Bhosale Marg, P.K. Kurne Chowk, Worli, Mumbai – 400018, India which term wherever applicable shall include its successors and assigns.
- 1.18. **"Night"** means the night per calendar date in reference to the definition of "Day" above.
- 1.19. **"No Gifting Period"** means the period, prescribed by MHRIL from time to time, during which Gifting of the entitlement will not be permitted and only the Member can book the holiday in his/ her/ its name.
- 1.20. **"Partner Properties"** means the resorts and hotels, whether in India or abroad, tied up and declared by MHRIL from time to time, where the Member may use room nights under the Holiday Exchange program by way of exchange of his/ her/ its reservation entitlements as more specifically detailed in Reservation and Procedural Rules.
- 1.21. **"Privileges"** means and includes benefits of Exchange, Accumulation, Split, Advancing of holidays and all other services as may be notified by MHRIL from time to time, which the Member may avail in connection with CMHM during the Membership Usage Period.
- 1.22. **"Public Holiday"** shall mean a day declared as such under the Negotiable Instruments Act, 1881.
- 1.23. **"Reservation and Procedural Rules"** means the terms and conditions in respect of Usage of holidays, Season classifications, Process of availing holidays, Privileges (Exchange, Accumulation and Advancing, etc), Transfer of Membership, Access Fee, Gifting etc. as contained in Annexure hereto.

- 1.24. **"Rules" or "Membership Rules"** means terms and conditions provided under this Membership Rules and include the Reservation and Procedural Rules and such other terms and conditions, as may be prescribed by MHRIL from time to time, in respect of the CMHM.
- 1.25. **"Season Classification"** means the division of a calendar year into such number of seasons as fixed by MHRIL from time to time. The Season Classification is at the sole discretion of MHRIL and may vary from resort to resort in respect of a particular calendar year.
- 1.26. **"Second User"** means an individual designated by a Company/ LLP/ Firm/ Association/ HUF/ Trust to be so in relation to its CMHM to avail the benefits of the Membership.
- 1.27. **"Taxes"** means the taxes and levies more particularly described in Rule 9 hereinbelow.
- 1.28. **"Week"** means and includes consecutively placed 7 Days (which consists of 7 Nights).
- 1.29. **"Weekend"** shall mean Friday, the following Saturday and/ or Sunday of any week and shall include the Public Holiday (as defined herein).
- 1.30. **"Withdrawal of Application/ CMHM"** means the withdrawal of the application of CMHM within 15 calendar days from the date of realization of the Down Payment by MHRIL, which would result in Full Refund as detailed in Rule 8.1 herein below.
- 1.31. **"Year"** means the rolling year (12 calendar months commencing from the date of the start of Membership Usage Period).

2. ADMISSION OF MEMBER

- 2.1 A Member is admitted with effect from the date of signing/submission of MAF, subject to realization of the Down Payment by MHRIL. MHRIL may, at the request of the Member, agree to receive the balance Membership Fee in instalments under a payment plan of MHRIL or any other financing arrangement as approved by MHRIL. In the case of payment by instalments, the Member shall deliver post-dated cheques or Automatic/ Electronic Clearing House (ACH/ e-NACH) authorization forms or any other form/s as may be prescribed by MHRIL. The Member undertakes to make due and prompt payment within the specified due dates under the instalment plan opted by the Member, without any further requests or reminders. The Member shall further furnish, along with the duly filled and signed MAF, the necessary Know Your Customer (KYC) documents in accordance with the Government norms and as may be prescribed by MHRIL from time to time.
- 2.2 The Member hereby understands, agrees and accepts that the Admission Fees (AF) which constitutes 60% of the Membership Fee is non-refundable.
- 2.3 The Certificate of Membership shall be sent by MHRIL through e-mail/ post/ courier to the Member's registered e-mail/ postal address mentioned in MAF within 30 working days from the date of realization of the DOWN PAYMENT, subject to receipt of the necessary Know Your Customer (KYC) documents from the Member. The Certificate of Membership shall not be processed in case request for withdrawal/ cancellation of the Application/ Membership is received from the Member. In case of any difference in the Certificate of Membership and the Membership Application Form signed by the Member, the information as provided in the Membership Application Form shall prevail.
- 2.4 The continuity of the CMHM and all its entitlements and privileges are subject to the Member adhering to all the terms and conditions prescribed in the Membership Rules including payment of all amounts due in respect of the CMHM.

3. ENTITLEMENTS OF MEMBER

- 3.1 A Member is entitled to a Week of holiday every Year in the Apartment Type and Season specified in the MAF and the Certificate of CMHM which may be availed in any of the CMR/AR during the Membership Usage Period in accordance with the Reservation and Procedural Rules contained here, subject to availability and provided there are no overdue amounts payable by the Member to MHRIL under the Membership and the Member is not in breach of any of the terms and conditions of the Membership Rules. The Member agrees to comply with the house rules governing the respective resort/s in which the Member may choose to avail holidays.
- 3.2 The Membership Usage Period (Holiday Start Date) depends upon the payment plan opted by the Member and shall commence as under:
 - Member opting for 6 months' installment plan – after 2 months from the end of the month of admission as a Member
 - Member opting for 12 months' installment plan – after 3 months from the end of the month of admission as a Member
 - Member opting for 24 months' installment plan – after 6 months from the end of the month of admission as a Member
 - Member opting for 36 months' installment plan – after 7 months from the end of the month of admission as a Member
 - Member opting for 48 months' installment plan – after 9 months from the end of the month of admission as a Member
- 3.3 In case, the Member elects to make full payment or Down Payment of 30% and above (with EMI plan) of the Membership Fee, the Membership Usage Period shall commence after 1 month from the end of the month of admission as a Member.

4. DEFAULT IN PAYMENT OF INSTALMENTS

- 4.1 The Member will be eligible to book/ avail holiday only if all the dues as per the agreed payment plan have been realized by MHRIL. Further, in case of default in payment of any instalment/s, MHRIL shall have the right to cancel/ terminate the CMHM in accordance with the Rules. In the event of such cancellation/ termination, the provisions and deductions as mentioned in Rule 8.4 below shall apply.
- 4.2 Without prejudice to its right under Rule 4.1, for any delay in payment of instalment(s) by a Member, MHRIL reserves the right to charge late payment charges .
- 4.3 In case of part payment made by the Member towards any overdues, the same shall first be appropriated towards interest and then towards any other dues outstanding.

5. SEASON CLASSIFICATION

A calendar year is divided into 4 Seasons namely (a) Purple, (b) Red, (c) White and (d) Blue. The seasons classification chart for a particular year is published by MHRIL from time to time on the Membership page at its Website/ Mobile App. The Season Classification is at the discretion of MHRIL and may vary from resort to resort in respect of a particular calendar year. A Member has the Privilege of CMHM Exchange to a different Season/ Apartment Type (upgrade or downgrade) in accordance with the CMHM Exchange rules as contained in the Reservation and Procedural Rules.

6. ANNUAL SUBSCRIPTION FEES (ASF)

- 6.1 A Member shall pay ASF during the entire Membership Usage Period on or before the due date as mentioned in the invoice annually raised by MHRIL. Member agrees and accepts that ASF is non-refundable.
- 6.2 Revision in ASF shall be affected by MHRIL based on weighted average inflation (in such ratio as may be decided from time to time) on the basis of Wholesale Price Index (WPI) and Consumer Price Index (CPI) published by Reserve Bank of India as relevant to the period immediately preceding the period for which ASF is fixed. In case, if the Member advances his/ her/ its holiday entitlement as per the Reservation and Procedural Rules, the ASF for the Year advanced is payable by the Member at the time of such advancing at the rates prevailing on the date of request. However, in the event of such advancement, if there is any subsequent revision in ASF for the Year advanced, then the Member shall be liable to remit the difference, if any, between the revised ASF applicable for the advanced year and the ASF paid at the time of advancement.
- 6.3 Member acknowledges and agrees that ASF is payable even if the Member does not avail holiday during a particular Year.
- 6.4 Non-payment of ASF would amount to breach of Membership Rules.
- 6.5 In the event of non-payment of ASF (including arrears, if any) within the stipulated period, the following shall apply
 - a) The Member shall not be entitled to avail holidays and Privileges till the Member clears all current ASF dues, together with arrears with late payment charges, if any, that may be charged by MHRIL in accordance with Rule 6.5 (b) below.
 - b) MHRIL reserves the right to charge late payment charges on the outstanding ASF payable by the Member.
 - c) In the event of non-payment of ASF dues by Member for a continuous period of 2 years at any point of time, MHRIL reserves the right to terminate the CMHM as set out in Rule 8.3 below. In the event of such termination, the deductions and provisions mentioned in Rule 8.4 shall apply.
 - d) No transfer of Membership/ change in Designated Beneficiary shall be processed by MHRIL until all ASF dues are paid in full by the Member.

7. ADDITIONAL FEES/ ACCESS FEES

MHRIL reserves the right to charge additional fees including access fee, exchange fee or such other charges, as may be prescribed by MHRIL from time to time in respect of usage of/experience in some specified CMR/ AR or for its Exchange program with Partner Properties or any other experiences in India and abroad.

8. WITHDRAWAL OF APPLICATION/ CANCELLATION/ TERMINATION OF CMHM AND TERMS OF REFUND

8.1 Withdrawal of Application/ CMHM for Full Refund

The Member may withdraw the CMHM application by sending a written request within a period of 15 (Fifteen) calendar days from the date of realization of the Down Payment by MHRIL, so as to be entitled for FULL REFUND of the Membership Fee paid except the Goods and Services Tax (GST) or any other taxes that may have been paid by MHRIL in connection with the Membership to any statutory authorities. Such request for withdrawal of application of CMHM may be made by the Member through an electronic mail from the e-mail ID registered with MHRIL, or through speed post, Registered Post, Courier Services or such other mode as prescribed by MHRIL from time to time. The refund in such cases will be made within 90 calendar days from the date of receipt of the written request from the Member for withdrawal of the CMHM application. In case the Member withdraws the application after the aforesaid period of 15 days, the refund shall be in accordance with Rules 8.2 and 8.4 as mentioned below.

8.2 Cancellation of CMHM by Member

After expiry of the 15 days' period as stipulated for withdrawal as aforesaid, a Member may choose to cancel the CMHM during Membership Usage period by giving a written request. Such request may be made by the Member through an electronic mail from the e-mail ID registered with MHRIL, or through speed post, Registered Post, Courier Services or such other mode as prescribed by MHRIL from time to time. In the event of such cancellation of CMHM, Admission Fee amounting to 60% of the Membership Fee shall not be refunded and only the Entitlement Fees amounting to 40% of the Membership Fee is refundable, subject to deductions as stated in Rule 8.4 herein below.

8.3 Termination of CMHM by MHRIL

MHRIL shall have the right to terminate CMHM on the following grounds:

- 8.3.1 Default in payment of Membership Fee by the Member
- 8.3.2 Default in payment of ASF dues for two consecutive years by the Member
- 8.3.3 Breach of House Rules of CMR/ AR by the Member / guests resulting into damage or injury to MHRIL, its property, personnel or other Members/ guests.
- 8.3.4 indulging in any act amounting to breach of peace or any other criminal offence by the Member and/ or the Guest(s) within the premises of MHRIL, including CMR, AR, MHRIL offices, Partner Properties.
- 8.3.5 indulging in any commercial use of CMHM or any aspect thereof, including but not limited to renting of rooms or offering rooms in any other manner, through online portals, advertisements, agents or through any other mode/means.
- 8.3.6 indulging in any inappropriate or abusive behaviour with other Member(s), guest(s), MHRIL employees, representatives etc. or any other act causing nuisance at any CMR/ AR/ offices of MHRIL.
- 8.3.7 Using threatening/ abusive language and/ or making derogatory remarks against MHRIL/ Mahindra Group and/ or its employees, representatives etc. on social media platforms, public forums or otherwise.
- 8.3.8 Any other breach of Membership Rules by the Member.

In the event of termination of CMHM under this Rule 8.3 hereinabove, the refund of the Membership Fee shall be in accordance with and subject to the terms mentioned in Rule 8.4 herein below.

8.4 Deductions upon Cancellation/ Termination

Upon termination or cancellation, other than withdrawal of application as mentioned in Rule 8.1 above, the following deductions shall be made by MHRIL from the amounts paid by the Member towards the Entitlement Fees:

- a. Pro-rated Entitlement Fees for the period (in years) from the start of Membership Usage Period till the date of termination. Part of the year shall be treated as full year for the purpose of calculating the deductions.
- b. Outstanding ASF;
- c. Cost of any enrolment benefits and special offer provided/ availed (including cost of enrolment fee as to Membership of RCI or any other holiday exchange company as offered);
- d. Tax due, if any and any other amount/s due to MHRIL;

The Member shall not be entitled to the refund of Admission Fee and the Goods and Services Tax (GST) or any other taxes that may have been paid by MHRIL in connection with CMHM to any statutory authorities.

- 8.5 In the event of Cancellation/ Termination as aforesaid, the Member shall return to MHRIL the CMHM Certificate, Membership Card and other documents issued by MHRIL in order to receive the refund of the Entitlement Fee, if any. MHRIL shall refund the balance amount, if any, after deductions set out in Rule 8.4 above, within 90 calendar days from the date of receipt of the request for cancellation/ termination.

9. 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 in respect of the Membership Fee/ ASF/ any other charge arising out of purchase of CMHM and usage of resorts (CMR/ AR). Non-payment of taxes and levies shall disentitle the Member from enjoying holidays. For the sake of clarity, the Member's liability to pay taxes/ charges/ levies shall include changes in rates to existing taxes/ charges/ levies to existing ones, or enactment of new ones (either prospective or retrospective).

10. AMENDMENT TO THE RULES

The Member agrees that MHRIL shall have the right to modify/ amend/ alter the terms and conditions contained in the Membership Rules including but not limited to the Reservation and Procedural Rules, at its sole discretion. Such modification/ amendment/ alteration as aforesaid will be communicated to the Members through the website of MHRIL, to the Member's registered e-mail id or through any other modes at the discretion of MHRIL and shall be binding on the Member. It is, however, clarified that such modification/ amendment/ alteration shall not derogate the entitlement/s of the Member.

11. OTHER TERMS

- 11.1 The Member acknowledges and agrees that MHRIL may offer its rooms in CMR and AR to non-members. The Member agrees to not raise any objection, dispute etc. whatsoever in this respect.
- 11.2 Different types of rooms (including Hotel Units) may be made available by MHRIL to CMHM Members depending on availability and eligibility.
- 11.3 The Member is aware that facilities and amenities may vary among rooms of same category in different CMR/AR. The Member agrees not to raise any grievance or make any claim whatsoever against MHRIL on the ground that different rooms in CMR/ AR have different facilities and amenities.

- 11.4 The Member may avail holidays during the season as per Membership entitlement by choosing dates in CMR/ AR, subject to availability. As there are several options of locations and seasons, it may be possible that sometimes the eligible Member may not get booking for preferred dates at the resort of his/ her/ its choice. In such an event, the Member may opt for or MHRIL may offer, alternate CMR/ AR at the same destination or at different destination/s for the same dates. MHRIL offers the bookings on "first come, first serve" basis and shall not be liable for any claims, damages or compensation whatsoever for not providing the bookings for the reasons of non- availability of rooms at a particular resort and/ or for a particular date.
- 11.5 A Member may transfer the CMHM or gift his holidays, subject to the terms and conditions prevalent at the time of such transfer or gift.
- 11.6 The Member hereby agrees and undertakes to provide all the relevant KYC documents as requested by MHRIL in accordance with the Government norms and also as prescribed by MHRIL from time to time. The Member also agrees to update the KYC with MHRIL as and when there are any changes in the information submitted earlier.
- 11.7 The Member fully understands and confirms that all payments made by the Member towards the Membership Fee to MHRIL is for the purchase of CMHM and the same is not towards any scheme of investment/ any investment Plan and there is no return/ promise on profits/ income on the Membership Fee paid to MHRIL.
- 11.8 MHRIL reserves its right as and when it deems proper to convert the Week/ Days into points or any other system, without affecting any of the benefits/ rights of the Member, in order to provide flexibility to the Member in enjoying the holiday across the locations, in different seasons and Apartment Type.
- 11.9 MHRIL reserves its right to affiliate with any holiday exchange company or other hotels/ resorts for providing domestic and international exchanges. In such an event, the Member shall be entitled to the benefits, subject to the applicable terms and conditions and on payment of the prescribed fee.
- 11.10 MHRIL reserves the right to enter into any arrangements with any company/ person/ firm/ Association of Persons (AOP) for provision of any additional services to the Member. The Member is entitled to utilize such additional services on payment of such charges/ fees as may be applicable/ prescribed from time to time.
- 11.11 The Member shall be entitled to avail the Enrolment Benefits subject to the terms and conditions applicable in respect thereof
- 11.12 Any promises and commitments, made either in writing or in words by any person representing MHRIL, outside the purview of or in contradiction to the Rules, shall not be binding on MHRIL.
- 11.13 If any provision or provisions of the Rules are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 11.14 Notwithstanding anything contained in any other document/s in writing issued or purportedly issued by or on behalf of MHRIL or any representations made or purportedly made by or on behalf of MHRIL in case of any difference as to the contents thereof and the Membership Rules herein, the contents of the Membership Rules shall prevail over the contents of any such document/s.

12. MEDIATION, ARBITRATION AND JURISDICTION

- 12.1 Mediation: In the event of any disputes/ differences pertaining to this agreement, MHRIL and the Member shall be entitled to settle the same through mediation. The Member and MHRIL shall first attempt to settle the same through mediation conducted by a Mediator appointed by MHRIL. The time limit for such mediation is 30 days, subject to extension by mutual consent. If the mediation fails, the parties shall have the right to go for Arbitration as per Rule 12.2 below. The mediation Rule shall not prevent the party from seeking urgent interim relief. The limitation period shall stand extended by the duration of the mediation.
- 12.2 Arbitration: All or any disputes, differences or questions arising out of Membership shall be settled by Arbitration by a sole arbitrator mutually appointed by parties. The arbitration proceedings shall be as per the provisions of the Arbitration and Conciliation Act, 1996 including any amendments or substitutions thereto. The seat and venue of such arbitration shall be Mumbai. The language used in the arbitration proceedings shall be English only. The award passed by the arbitrator shall be final and binding on the Member and MHRIL.
- 12.3 Jurisdiction: In respect to any matters pertaining to this Membership, subject to the Arbitration related rule above, the Courts in Mumbai shall have jurisdiction to the exclusion of all other Courts.

Encl: Annexure to the Membership Rules– Reservation and Procedural Rules

ANNEXURE TO THE MEMBERSHIP RULES RESERVATION AND PROCEDURAL RULES

1. PROCESS OF BOOKING CLUB MAHINDRA HOLIDAYS

- 1.1 The Member can book holiday through Club Mahindra website (www.clubmahindra.com)/ Club Mahindra Mobile App and by such other mode as may be prescribed by MHRIL from time to time.
- 1.2 At the time of booking, the Member will have to provide details of all guests travelling with the Member. Further, at the time of check-in at the resort, the Member shall submit the original identity and address proof of all the guests checking-in with the Member as per the applicable Government Guidelines/ KYC norms.
- 1.3 All holiday reservations shall be done on a 'first-come-first-serve' basis and are subject to eligibility and availability. Request for reservations can be made 4 months in advance to 1 day prior to the date of holiday. MHRIL shall have the right to change the reservation period from time to time.
- 1.4 On confirmation of the holiday requested for by the Member, MHRIL shall issue a Confirmation Voucher (CV) specifying the reservation details, including, check-in and check-out time etc. to the Member. The Member shall abide by the terms and conditions mentioned in the CV, letters, e-mails or any other communication issued in respect of such reservation. The CV, e-mail, letter regarding reservation confirmation shall be sent to the Member's registered e-mail address/ postal address as per MHRIL records. MHRIL may also share the abridged CV/ booking details at the Member's registered mobile number.
- 1.5 No request for transfer of, or change/amendment in the CV shall be entertained by MHRIL.
- 1.6 In the event, the Member cancels the confirmed booking, the following shall apply:
 - 1.6.1 Up to 3 cancellations of confirmed bookings during a Year:
 - a. Cancellation upto 15 days prior to start date of holiday – Full re-credit of the number of Days debited for the holiday.
 - b. Cancellation between 15 days to 7 days prior to start date of holiday – 50% re-credit of the number of Days debited for the holiday.
 - c. Cancellation within 7 days prior to the start date of holiday– There shall be no re-credit.
 - 1.6.2 More than 3 cancellations of confirmed bookings during a Year (from 4th cancellation onwards)
 - a. Cancellation up to 15 days prior to start date of holiday – 75% re-credit of the number of Days debited for the holiday.
 - b. Cancellation between 15 days to 7 days prior to start date of holiday – 50% re-credit of the number of Days debited for the holiday.
 - c. Cancellation within 7 days prior to the start date of holiday– There shall be no re-credit.

The request for cancellation of confirmed holidays shall be made by the Member through registered e-mail/ website/ mobile app or any other mode specified by MHRIL from time to time. The date of receipt of the request for cancellation of confirmed holiday by MHRIL shall be considered as the date for the purpose of determining the applicability of above mentioned cancellation norms.
- 1.7 In case of No Show (i.e. if the Member/ Guest fails to check-in at the resort under the CV), there shall be no re-credit of the number of Days debited for the holiday.
- 1.8 If for any reasons beyond the control of MHRIL, if MHRIL is unable to provide holidays after issuance of CV in the booked resort, MHRIL shall provide alternate accommodation of equivalent standard.
- 1.9 Notwithstanding anything stated herein above, MHRIL shall not be liable to pay any damages or otherwise incur any liability if it is not able to perform its obligations because of any force majeure event which shall include but is not limited to any war, civil commotion, riots, strike, epidemic, pandemic, act of God including natural calamities such as flood, earthquake, etc., any order/ restriction from any Government/ regulatory or statutory authority or body or order passed by any court of Law/ Tribunal or any other reason beyond the reasonable control of MHRIL.
- 1.10 The specifications and facilities of the Apartment Type may vary from one CMR/ AR to another. The Member agrees to abide by the house rules of the respective CMR/AR as may be applicable at the time of availing of holiday.
- 1.11 MHRIL reserves its rights to classify resorts as CMR/ AR from time to time and may have different house rules for different CMR/ AR.

2. USAGE OF CLUB MAHINDRA HOLIDAYS

- 2.1 The Member can avail a minimum of 3 Days (consisting of 3 Nights) and a maximum of 14 Days (consisting of 14 Nights) in the Season and Apartment Type during a holiday in a Year. Holiday availed for less than the minimum as aforesaid, will be debited as 3 Days.
- 2.2 A Member who is eligible for holidays in Purple, Red, White or Blue season can make a booking in a different season/apartment (both upgrade and downgrade) subject to availability and the conditions as mentioned in Rule 3 below.

3. PRIVILEGES OF CLUB MAHINDRA HOLIDAYS MEMBERSHIP

A Member has the Privilege of CMHM exchange.

3.1 Exchanges

3.1.1. CMHM Exchanges within different seasons and apartments:

- a. A Member can exchange reservation entitlement to a different Season/ Apartment Type in the ratio prevailing at the time of request, subject to availability and eligibility and/or any other conditions as may be prescribed from time to time in this regard. An exchange to a higher season or larger apartment would be considered as upgrade and exchange to a lower season or a smaller apartment would be considered as downgrade. The number of Days that would be debited from the Member's account would depend on whether the booking is as per Membership Certificate or is an upgrade/downgrade. The rate of consumption that would apply for such upgrade/ downgrade is known as "Burn Rate".
- b. If the Member uses his/ her/ its holidays according to the entitlement mentioned in the Membership Certificate, without exchanging, the Member would have consumed the standard Week that the Member is entitled to. The Burn Rate for such use would be 7 Days. The holiday Burn Rate will be higher for upgrades and lower for downgrades. The holiday Burn Rate will also vary if alternate accommodation types to the ones mentioned in the Member's Certificate of Membership are availed, depending on whether the change in accommodation type amounts to an upgrade or a downgrade. Burn Rate may be different for each CMR/ AR, Weekends and for CMR/ AR located outside India and the same will be communicated at the time of request for reservation of rooms.

For example

- i. If a Blue season Member books one room for one night in a White season (higher season), the same would be considered as upgrade and the number of nights that will be debited will be more than 1. Similarly, a Member having a 1 Bedroom apartment Membership opting for 2 Bed Room apartment shall also be considered as an upgrade.
- ii. If a White season Member books one room for one night in a Blue season (lower season), the same shall be considered as downgrade and the number of nights that will be debited will be less than 1. Similarly, a Member having a 2 Bedroom apartment Membership opting for a Studio shall also be considered as downgrade.
- iii. An exchange of Purple Season entitlement to any other Season shall be considered as Downgrade.
- iv. The following norms shall apply for such exchange (upgrade/ downgrade):
 - A Purple/ Red Season entitlement may be exchanged for any other Season entitlement in the same / different Apartment Type.
 - A White Season entitlement may be exchanged only for Blue Season (downgrade) and Red Season (upgrade) entitlement, in the same / different Apartment Type.
 - A Blue Season entitlement may be exchanged only for a White Season entitlement, in the same / different Apartment Type.
- c. Request for exchange in higher season would be accepted only from 15 days up to 1 day prior to the start date of the holiday and the same is subject to availability and eligibility at the relevant time of booking request.

3.1.2. Holiday Exchange Program with Partner Properties

- a. The Member may opt to exchange his/ her/ its reservation entitlements against room bookings in any of the MHRIL's Partner Properties, subject to availability and eligibility and/ or any other conditions as may be prescribed from time to time in this regard.
- b. The Member can get the rooms bookings under the Holiday Exchange Program through Club Mahindra website, Mobile App and/ or by such other mode as may be prescribed by MHRIL from time to time. Such room bookings under the Holiday Exchange Program may be made within such period as may be prescribed by MHRIL from time to time, subject to availability, for up to such room nights equivalent to his/ her/ its reservation entitlements under the Membership. The number of Days that would be debited from the Member's account would be equal to the number of room nights so booked under the Holiday Exchange Program.
- c. For availing room bookings under such Holiday Exchange Program, the Member will have to pay the access fee/ charges as stipulated by MHRIL from time to time, which shall be informed to the Member at the time of booking. Cancellation of any room booking under the Holiday Exchange Program shall be subject to the cancellation norms as applicable at the relevant point of time and the cancellation policy of the respective Partner Property which shall be informed to the Member at the time of booking.

3.1.3 RCI Exchanges

- a. Through MHRIL's affiliation of the CMR to Resort Condominium International Inc. (RCI), the Member may opt for RCI Exchanges which are provided by RCI. MHRIL shall only facilitate the exchange by "banking" the Member's location/ week as allotted with RCI. The RCI Exchanges may be enjoyed by the Member subject to adherence of the terms and conditions of RCI as amended by RCI from time to time and the terms and conditions as mentioned below.
- b. MHRIL may, at its sole discretion, arrange/ provide Membership of RCI to the Member only for the initial enrolment term of such period as applicable from time to time. Member shall receive his/ her/ its Membership kit directly from RCI. All the relevant aspects of such Membership of RCI shall be handled by RCI only and governed by the terms and conditions as may be prescribed by RCI from time to time. The Member shall have the option to continue with the Membership of RCI beyond the initial enrolment term by paying the relevant renewal/ subscription fee for the same to RCI directly.

- c. This RCI Exchange facility shall be by virtue of the arrangement amongst RCI and the MHRIL's Member. The Member shall abide by all the rules, regulations, guidelines, conditions, modifications etc. as may be prescribed by RCI from time to time. The Liability and responsibility of MHRIL in respect of RCI Exchanges is only to the extent of enrolling during the initial enrolment term and Member agrees to the same. It is clearly understood that RCI Exchange/ holiday is subject to availability of RCI destinations and is a matter purely between the Member and RCI for which MHRIL shall not be liable or responsible in any manner whatsoever for the availability, confirmation or the quality/ standards in regard to any such exchange in any manner whatsoever.
 - d. In case of any such RCI Exchanges, the Member shall be bound by the terms and conditions as prescribed by RCI and pay the applicable fee/ charges for such RCI Exchanges.
- 3.2 Splitting:** The Member can split holiday entitlement and the minimum number of Days to be utilized for each split is 3 Days (consisting of 3 Nights).
- 3.3 Advance holidays:** The Member can avail 7 Days of subsequent 01 (one) year's entitlement after making payment of ASF for the Year advanced, as stipulated in Rule 6.2 of the Main Terms of the Membership Rules.
- 3.4 Accumulation:** A Member can accumulate unutilized Week/ Days, in the manner as stated below:
- (i) At any point of time, the maximum number of days in the Member's account shall not exceed 21 Days (consisting of 21 Nights) including current Year's entitlement.
 - (ii) Any unutilized Days in excess of 21 Days (consisting of 21 Nights) shall automatically lapse.
 - (iii) The accumulated Days as aforesaid may be availed for holidays in accordance with the Rule 2 herein above
- 3.5 Waitlist Booking**
- The Member who is not in default of the Membership Rules has the option to create a waitlist booking in the event the Member is not able to get a confirmed booking for his/ her/ its preferred dates or resort. While creating the waitlist booking, the Member can also choose a cut-off date, i.e., the date till which a Member wishes to wait for booking to be confirmed. Upon creation of the waitlist booking, the relevant Days will be debited/ blocked. If the waitlisted booking is not confirmed till the cut-off date, the same will be released automatically and the debited/ blocked Days will get re-credited.
- 3.6 Blocked Booking**
- The Member who is in payment default (Membership Fee/ ASF) has an option to block the available booking dates. Upon such blocking, the relevant Days will be debited/ blocked. The Member shall then have to clear all the dues within a period of 3 days for getting the booking confirmation. In the event, the dues are not cleared within a period of 3 days as above mentioned, the blocked booking shall stand cancelled automatically and the blocked Days will get re-credited.
- 3.7 Gifting**
- The Member can gift (without any consideration/ commercial value) his/ her/ its weeks/ days, subject to the terms & conditions as set out in Rule 6 herein below.

4. CONDITIONS FOR USAGE OF HOLIDAYS

With an objective to ensure that all Members get a fair chance of enjoying the holidays at different resorts and also to ensure equitable access to all Members,

- i) The Member is not entitled to book the same CMR/ AR more than once in the same Year.
- ii) Member out of his/ her/ its entitlement of one Week (i.e. 7 Days) in a Year can avail holiday only twice in a year, out of which holiday in the Weekend can be availed only once.
- iii) Booking number of apartments over and above entitlement and eligibility of Member shall be at the sole discretion of MHRIL and shall be subject to the applicable reservation rules at the time of booking.
- iv) The maximum number of occupants allowed shall be 6 Adults in a 2 Bed Room Apartment, 4 Adults in a 1 Bedroom Apartment and 3 Adults in a Studio Apartment. Children of 12 years and above shall be considered as adults and 2 children below the age of 12 shall be considered as one adult. However, the maximum number of occupants allowed may vary for some resorts depending on the room size, facilities and respective house rules of CMR/AR.
- v) In case of resorts located outside India, the number of days/ type of accommodation/ number of occupants/ Apartment Type may vary from resort to resort. The bookings shall be as per the terms and conditions of the said resorts and as prescribed by MHRIL from time to time.
- vi) In case of Membership being held by a Firm/ Company/ Association/ HUF/ LLP/ Trust, the number of persons authorized to use the entitlements will be 2 persons as designated by it as First User and Second User for every such membership. Any change in the First User or Second User shall be communicated by the Member Firm/ Company/ Association/ HUF/ LLP/ Trust from time to time. No change in the First User/ Second User shall be affected by MHRIL more than once in a Year.

5. TRANSFER/ TRANSMISSION OF MEMBERSHIP

- 5.1 The Member can transfer the Membership only after completion of the initial period of 05 (five) years from being admitted as a Member. Thereafter, any subsequent transfer can happen only after 05 (five) years from the date of the previous transfer.
- 5.2 The transfer of Membership as stated in Rule 5.1 above shall be processed only if there are no dues payable by the Member to MHRIL and the Member is not in breach of any of the Rules of CMHM at the time of such transfer request.

- 5.3 Any transfer shall be processed only when the Member (Transferor) surrenders the original CMHM Certificate, Membership Card and a Transfer Request/ Authorization Letter for the Transfer duly signed by the Member or through such other mode as may be prescribed by MHRIL from time to time.
- 5.4 In addition to the above, the Transferee shall also submit such other documents as may be required for transfer, as prescribed by MHRIL, duly executed by the Member (Transferor) and/ or the Transferee and pay such fees as prescribed by MHRIL from time to time towards transfer charges for effecting transfer of Membership. Any such Transferee shall be entitled to avail the CMHM only to the extent of unexpired portion of the Membership Usage Period subject to the terms and conditions prevailing at the date of transfer.
- 5.5 Issuance of the New CMHM Certificate in the name of Transferee shall be processed within 30 days from the date of processing of the transfer request by MHRIL post receipt of the complete set of necessary documents along with requisite fee.
- 5.6 Death of a Member
- In the event of death of an Individual Member, the Membership shall be transmitted to Designated Beneficiary on production of death certificate of the deceased Member and any other documents sought by MHRIL for verification of the identity of the Designated Beneficiary. It is clarified that all entitlement/ privileges/ obligations/ liabilities of the deceased Member shall be transmitted in entirety. The Designated Beneficiary shall be bound by the Membership Rules of the CMHM.
- 5.7 Notwithstanding anything contained herein above, MHRIL shall have the absolute right to refuse transfer of Membership in the name of person:
- who does not submit the appropriate documents for transfer as may be required by MHRIL
 - who has been refused CMHM by MHRIL;
 - who was earlier a CMHM Member and the said Membership was terminated/ cancelled;
 - the intended/ proposed Transferee intends to buy the CMHM for commercial use

6. GIFTING

- 6.1 A Member can gift his / her/ its weeks/ days, except for the "No Gifting period" while simultaneously disclosing the details of the guests, including the KYC documents and such other documents of the guests as may be requested by MHRIL from time to time, at the time of booking. The said documents are subject to review by MHRIL at the time of check-in at the resort. This privilege is subject to payment of the guest fees/ charges and such other terms and conditions as may be specified by MHRIL from time to time. The Member's immediate family Members (i.e., Spouse, Children (up to 25 years of age) and parents (father/ mother) only) are excluded from the payment of guest fees/ charges.
- 6.2 Maximum of two (2) guest bookings are allowed in a year. Further no guest booking will be entertained during "No Gifting period" as intimated by MHRIL from time to time.
- 6.3 Notwithstanding anything contained in Rule 6.1 above, MHRIL shall have the sole right to refuse the gifting in following instances and MHRIL decision in this regard shall be final and binding on the Member:
- to any person who has been refused CMHM by MHRIL;
 - to any person having been admitted to CMHM, the Membership was terminated for any reason;
 - to any person whose presence at the CMR/ AR is adverse to the interests of the Members/ other occupants/ employees/ staff of MHRIL;
 - to any person who is likely to cause harm/ damage to MHRIL and its reputation; and
 - to a Member exploiting the Membership commercially.

7. GENERAL

- 7.1 All booking requests for holidays shall be subject to eligibility and availability only.
- 7.2 The number of CMR/ AR that are available for holidays may vary from time to time. MHRIL reserves its right to add/ remove/ replace any CMR/ AR from time to time. Further, the features, specifications and facilities in CMR/ AR such as size of room, furniture and fittings, amenities etc. may differ from one CMR/ AR to another CMR/ AR and the Member who opts for such CMR/AR accepts such differences. The Member confirms and agrees not to make any claim whatsoever against MHRIL on the ground that a particular CMR/ AR do not have similar amenities or facilities as another CMR/ AR. Information regarding the availability of CMR/ AR for holidaying and other relevant details may be checked from MHRIL's website/ mobile app/ CMH Member relationship department of MHRIL.
- 7.3 The Member shall enjoy holidays responsibly while maintaining public decorum and without causing any inconvenience or disturbance to other Members/ guests at CMR/ AR.
- 7.4 In case of change in address, phone number, e-mail ID or any other relevant details, if any, the Member shall promptly inform to MHRIL in writing, by way of duly signed letter or through his/ her/ its registered e-mail ID and/ or through the Website/ Mobile App or through such other mode as may be prescribed by MHRIL from time to time.
- 7.5 All correspondence from MHRIL shall be addressed to Member's e-mail ID / postal address registered with MHRIL.
- 7.6 In case of inconsistency in instructions or requests for holidays from the Member and his/ her/ its guests, the instructions/ requests of the Member shall be given effect to.