

RULES OF HOME

1. Rights and Liabilities of Members

1.1 All Members, their nominees, spouses, family, guests, or all other person thereof shall comply with these Rules and the Bye-Laws of Home (“**ByeLaws**”) and all other regulations promulgated and amended from time to time which shall constitute a contract between the Company and its Members.

1.2 The rights and privileges of a Member shall be personal to himself. Except permitted by these Rules and/or the Bye-Laws, each Members shall not by his own act or by operation of law:-

1.2.1 transfer assign let or otherwise dispose of any of his rights and privileges in Home; or

1.2.2 charge or mortgage the rights and privileges of his membership or any part thereof, or solicit or accept any money or money’s worth or other valuable consideration of any description whereby the rights of his membership or any part thereof or any interest therein is or may be transferred assigned let or otherwise disposed of or affected.

1.3 The rights and privileges of a Member shall be ceased upon his ceasing from any cause to be a Member of Home or upon his death.

1.4 Home’s Premises and all facilities fixtures and fittings thereon are assets of the Company. A Member shall not, by reason only of his membership, be under any financial liability to Home, except for payment of his annual subscription fee and any other sums due or levied under these Rules and the Bye-Laws. A Member shall not by reason of his membership have any proprietary rights, interest, benefit, title, or claim whatsoever to or against or in respect of the Company, Home, and/or to any other person or their respective monies, properties, assets, and undertakings whatsoever whether during the existence of Home or upon or after its dissolution.

1.5 All Members shall be liable for all the acts, omissions, neglects, defaults (directly or indirectly) of their good selves, their family or guests, or their nominees (including the spouses, families and guests of the nominees).

2. Membership

The Company shall have the absolute rights, from time to time and without reference to any Members of Home, to add or delete such types of membership of Home as it deems fit and according to such terms which it deems appropriate, invite a selected group of individuals or corporations to become Founding Members of Home. At present, Home has the following types of membership:

- Individual Member
- Corporate Member

2.1 Individual Members

All Individual Members shall be an individual over 25 years of age. In order to allow the spouse of an Individual Member to enjoy the facilities of Home, he may apply for supplementary cards for his/her spouse. Member's Spouse and/or children shall be considered as Member's guests when accompanying said Member at Home. Member's spouse in possession of their respective supplementary card shall be entitled to invite guests at Home when patronizing Home on their own. An Individual Membership is for a minimum period of one year and renewable thereafter, with the exception of the Founding and Out-Of-Town Memberships as defined in Clause 2.1.2 and 2.1.3 herewith

2.1.1 Under 30 years old

Individual members whose application is accepted before their 30th birthday shall enjoy a discount on their one-time joining and annual membership fees until their 30th birthday. Beyond their 30th birthday, Individual Members' annual fee shall therefore revert to the current annual fee charged under the Individual Membership.

2.1.2 Founding Members

A Founding Membership is available to any individual fulfilling the conditions of the Individual Membership, with the benefits of receiving a full waiver of the Individual Membership's one-time joining fee and a discount off of the Individual Membership's annual renewable fee in return for a 5 ("five") year upfront commitment

2.1.3 Out-of-Town Members

An Out-of-Town is available to any individual fulfilling the conditions of the Individual Membership, with the benefits of receiving a discount off of the Individual Membership's one-time joining and annual

renewable fee, upon producing a proof of residential address outside Delhi NCR. Any Out of town Members taking up residence in Delhi must immediately notify Home of that fact and their membership shall thereupon be converted to the status of an Individual Member. They shall be obliged to pay the current membership fee of an Individual Member but shall be given credit for any membership fee already paid.

2.2 Corporate Members

A Corporate Member shall be a corporation, partnership or unincorporated organization. A Corporate Member shall enjoy the facilities of Home through its two nominees whose name must be approved by the Company at its absolute discretion. Such nominees and their spouse so approved by the Company shall be allowed to enjoy the facilities of Home and shall comply with these Rules and the Bye-Laws.

3. Application & Admission of Membership

- 3.1 The Company shall only accept application for membership via invitation. The decision of the Company whether or not to invite a person or corporation to membership of Home and to approve any application shall be final and shall not be opened to question by any Member. The Company shall not be required to give any reason for any such decision.
- 3.2 Every applicant shall at the time of submission of his or her application for membership of Home to the Company, or at such time subsequent thereto as shall be determined by the Company from time to time, forward to the secretary or manager of Home in writing such particulars as shall be required by the Company.
- 3.3 Any applicant shall be proposed by one (1) existing Member. The Company shall from time to time determine the number of candidates who may be proposed by one (1) Member of Home.
- 3.4 Any applicant duly elected to membership shall be notified in writing and a copy of these Rules and the Bye-Laws of Home and a membership card shall be forwarded to him, pursuant to the Member's payment of the Member's joining fees. Subsequent annual subscriptions will be charged to the Members account or the companies account in the case of Corporate Member, as authorized in accordance with such application. Upon receipt by the Company of all such payment, such candidate will effectively become a Member of Home and is bound by these Rules and the Bye-Laws.

3.5 Members shall not be entitled to use any of the facilities of Home or have any rights or privileges of membership or the right to receive membership cards until they have complied with all the conditions set out in this Clause 3.

3.6 The Company shall have the rights at its discretion to amend, add to or waive any of the conditions for application of membership as it considers appropriate or to refuse any request for any such amendment, addition or waiver of any of the conditions for application and it shall not be required to give any reason therefore.

4. Membership Card

4.1 The Company will issue a membership card to each Member. An Individual Member may apply for supplementary card for his spouse.

4.2 If a Member's membership card is lost, stolen or defaced, the Member may apply to the Company for a replacement. The Company may, according to these Rules and the Bye-Laws, issue a replacement membership card after the relevant replacement documents have been completed.

4.3 The membership card remains the property of the Company and shall not be circulated, transferred or assigned. Upon becoming a Member, each Member shall undertake that he will not use his membership card for solicitation of money, guarantee or mortgage.

5. Fees and Subscriptions

5.1. Joining fees shall be payable by Members upon admission to membership in accordance with a scale prescribed by the Company from time to time. Such joining, and any annual subscription fees, shall in no event be refundable.

5.2. Each Member shall during the duration of his membership pay the relevant annual subscription fee corresponding to its type of membership at such rate from time to time determined by the Company.

5.3. All annual subscription fee of Members, in particular the Individual Members (together with its supplementary card(s), if any) and Corporate Members, are payable by means of either direct debit to their bank accounts or credit card transactions, as authorized and as per such information provided by the Members on their application forms, or credit card transaction via Home's

designated website or via bank transfer from their bank accounts. Members are required to update such information from time to time.

5.4. Apart from the annual subscription fee, each Member has to be responsible for payment of all consumption of food and beverages by himself (or nominees of Corporate Members) or his spouse, family and guests or other fees that may be imposed for special events or functions of Home.

5.5. Monthly billing may be granted in the form of a credit facility to the Members of Home, at absolute discretion of Home's management, and it shall be revoked on the same basis. Members of Home wishing to enjoy such billing facility shall request and apply for it in writing to the Home management. Any decision by Home's management is final and Home's management shall not be obligated to justify its decision nor state any reason for it.

5.5.1. Credit facility granted to Corporate members shall amount to a maximum of Rs. 50,000/- per month

5.5.2. Credit facility granted to Individual members shall amount to a maximum of Rs. 20,000/- per month

5.5.3. In the event a Member's bill exceeding the aforementioned credit facility amounts in a given month, the Member will receive a notice for immediate payment and monthly billing shall be suspended until payment of the outstanding amount has been settled by the Member. Any request for additional credit shall be reviewed and granted by Home's management at its absolute discretion.

5.6. Should any given Member not be granted monthly billing, or should monthly billing be revoked by Home's management, said Member shall be allowed to put down a monthly deposit amount equal to that of the total monthly credit facility, at the beginning of each month. Any of the member's bills incurred during a given month shall be settled by depleting the Member's deposit accordingly. Such monthly deposit shall be made in cash or credit card. If the Member's deposit.

5.7. The membership fee will be liable to goods and service tax ("GST") at 18%. The same will be acharged over and above the memebrship fee amount.

6. Accounts of Members and others

6.1. If payment of subscription fee has not been duly transmitted, the Company will send out a payment notice to the Member for its immediate settlement.

- 6.2. If payment is not made within 15 days from the date of notice, the Company may send a reminder to such Member, with a request for immediate payment.
- 6.3. If such Member fails to settle its account in full within 30 days from the date of the reminder as aforesaid, the Company may designate such Member concerned as defaulter and may suspend the rights and privileges of such Member.
- 6.4. If such Member fails to settle its account in full within 60 days from the date of the reminder as aforesaid, the Company may terminate the membership of such Member.
- 6.5. Late payment of annual accounts shall be made by cheque or draft or in any other manner acceptable to the Company. Cheques or drafts shall be drawn in favour of "PVR LTD", and should be crossed "Account Payee Only/ RTGS". Receipts of payment shall not be issued unless specifically requested.

7. Transfer or Change of Nominee of Membership

- 7.1. Only Corporate Member is entitled, subject to the approval of the Company, to transfer his membership to the same category in the manner as set out herein below. For the avoidance of doubt, all other types of membership are not transferable.
- 7.2. A Corporate Member who wishes to transfer its membership shall observe the following procedures:-
 - 7.2.1 A Corporate Member shall apply by proposing in writing a third party as transferee for the approval of the Company. On receipt of such notice, the Company may then propose such membership to be transferred to such other transferee as the Company may in its absolute discretion deem fit.
 - 7.2.2 The Company shall have the absolute right and discretion for approving or rejecting such transfer without the need to provide any reason. When a transferee is approved and accepted by the Company, it shall pay to the Company such membership fee as specified by the Company. After all payment has duly been made by the transferee, the Company will pay the out-going Corporate Member 100% of the same or such other proportion as the Company deems fit.
 - 7.2.3 If the Company or the outgoing Corporate Member shall be unable to find an acceptable transferee willing to take up the transfer of the membership within three (3) months of the notice referred to above, the

Corporate Member wishing to transfer its membership may resign forthwith in accordance with Clause 8.

7.2.4 When a Corporate Member wishes to change its nominee, the Corporate Member shall apply to the Company in writing of such change by way of a duly completed application form. The Company shall have the absolute discretion whether to approve such application or not. In the event that such application is not approved, the Corporate Member shall be permitted to submit a further nomination. The Company must however be satisfied that there has been no change in beneficial ownership of the Corporate Member. If the Company is not so satisfied, then the change in nomination shall be deemed to be a transfer of ownership, in which event Clause 7.2 shall apply.

8. Resignation of Membership

A Member may resign their membership at any time by notice in writing to the company. Such notice will take effect at the time which the notice is received, or when all sums due by such member to the Club have been paid in full (whichever the later). Members shall remain liable to pay the annual subscription fee if they resign anytime during the year. For the avoidance of doubt, the membership joining fee shall not be refundable on resignation.

9. Expulsion and Suspension of Membership

9.1. If in the opinion of the Company:

9.1.1 any Member, his family or any guest for whom the Member is responsible has committed a breach of any of these Rules or the ByeLaws; or

9.1.2 any Member shall have been guilty of any conduct or behaviour or any act which in the opinion of the Company renders him unfit for membership of Home or is detrimental to the interests, character or reputation of Home the Company may at a time which it deems appropriate (i) expel such Member from Home who shall cease to be a Member thereof; and/or (ii) suspend such Member from membership and/or from all rights and privileges of membership of Home (including but not limited to the use of all facilities of Home) and/or warn him or its nominee off Home's Premises for such period as the Company sees

fit.

9.2. Before exercising the aforesaid power of expulsion and suspension, the Company will give notice in writing to such Member concerned and may invite him to make representations either orally or in writing in respect of the matter of the complaint. The Company may thereafter consider any such representations received and may proceed to consider the matter under Clause 9.1 above.

9.3. If a membership is suspended, neither the Member nor the nominated individual nor any member of his family shall be permitted, for the duration of suspension, to use the facilities of Home, or exercise any other rights of membership, but shall continue to be liable for all subscription fee and all other sums due and payable by such Member to the Company.

10. Liability on Cessation of Membership

Any Member who shall for any reason whatsoever cease to be a Member of Home shall nevertheless remain liable for and shall pay to the Company all moneys which at the time of his ceasing to be a Member shall be due from him to the Company and such moneys shall be deemed to include any outstanding amount the Member may carry on his monthly bill, if he has been granted such facility by the Home Management, on the month contemporary to the date of cessation of his Membership.

11. Exclusion of Liability

Home, the Company, their management, staff, agents, or representatives shall not be liable or responsible whatsoever for any damages, financial loss, death, injury to person or property of any Member or its nominees, spouse, family or guests or any persons which is not due to direct default or negligence by Home their management, staff, agents, or representatives Further all Members, their nominees, spouses, family, guests and any other persons shall enter Home's Premises or use the facilities and equipment of Home at their own risks

12. Reinstatement of Membership

12.1. The Company may in its absolute discretion on the written application of a former Member who has been expelled or suspended or ceased to be a Member, after due enquiry, reinstate such former Member as a Member of Home on such terms and conditions as the Company shall deem fit to impose.

12.2. Further the Company may restore any Member such rights and privileges that have been suspended or withdrawn under these Rules.

13. Amendment

The Company has the right at any time, without reference to any Member:

13.1 To amend, cancel or add to any of the terms of these Rules.

13.2 To formulate any other regulations relating to the affairs relevant to these Rules, Bye-Laws and other affairs relevant to Home. The Bye-Laws and all other rules and regulations should be deemed to form part of these Rules. Should the Byelaws or any other regulations are inconsistent with the meanings contained herein, these Rules shall prevail.

14. Notices

14.1 All Members shall provide a corresponding address as the registered address to the Company for the purpose of receiving all notices and other documents of Home or the Company. Notices and other documents issued by the Company or Home to its Members may be delivered in person, by post, registered post, by sending it through the post in a prepaid envelope addressed to the Member or by facsimile to the registered address of

Members, or by e-mail to its e-mail address or by any other means. Apart from these methods, the Company or Home has the right to use other methods as they deem appropriate to deliver such notices or documents.

14.2 All Members shall notify the Company in writing for any change of its registered address.

14.3 Any notice or other document sent by post in accordance with this Clause shall be deemed to be served at the expiration of three days subsequent to the day upon which the same was posted and in proving such service it shall be sufficient for the Company to prove that the envelope containing the notice or document was properly addressed and stamped and put into a post collecting box or delivered to a collection counter at any post office in India.

15. Governing Law

These Rules shall be governed by and shall be construed in accordance with the laws of India and Delhi court shall have exclusive jurisdiction to entertain any dispute.

16. Waiver

No condoning excusing or overlooking by the Company of any default breach or non observance or non-compliance by the Member shall operate as a waiver of the Company's rights hereunder.

17. Force Majeure

Upon the occurrence of an event of force majeure, which shall mean any event beyond the reasonable control of the Company, including without prejudice to the generality of the foregoing, any incidence of war, civil commotion, governmental or administrative action, governmental acquisition, strike, lockout, flood, drought, famine, natural disaster or act of God, which shall persist for a period of six consecutive months and result in the whole or any part of Home's Premises or Home's facilities being made substantially unusable for the purposes of Home or render the use of Home's Premises or Home's facilities substantially impossible or unlawful, the membership of all Members shall thereon be terminated whereupon the rights of all Members and nominated individuals and all other persons under these Rules or the Bye-Laws or by virtue of any such membership shall lapse and no such Member or nominated individual or other person shall have any claim against the Company or Home in respect thereof.

18. Cessation of Operation

If the Company shall for whatever reasons determine to cease the operation of Home, the Company shall issue a notice in writing to each Member prior to the date of cessation. All membership shall then be terminated and all Members shall not be entitled to claim or demand against the Company or Home in whatever nature in relation to such cessation.

19. Miscellaneous

Words importing the singular number include the plural number, and words importing the plural number include the singular, and words importing masculine gender include, where the context allows, the feminine gender.

20. Effective Date

These Rules shall become effective on February 1st, 2019.

21. Terms & Conditions of the card

- 21.1 The membership card issuance and usage is governed by the terms and condition of HOME.
- 21.2 The card can only be used at HOME for Food and Beverage transactions.
- 21.3 This card is issued to each member for personal usage and is non – transferable and cash loaded on the e-wallet card is non refundable
- 21.4 The card is the exclusive property of HOME and cannot be resold by the cardholder
- 21.5 This card is an alternative form of payment at HOME and does not guarantee any preference for reservations.
- 21.6 Transactions through the E-wallet membership card will provide the member with the perks and offers outlined above, and others, as available from time to time.