



# RULES AND REGULATIONS



The Quarters - The Business Club is a private membership Club, owned and developed by Trinity Infrapark LLP, an LLP incorporated under the Limited Liability Partnership Act 2008, having its registered office at 36/1A Elgin Road Kolkata 700020. The Club shall be a part of the commercial complex project known as "Intellia Business Park" at 22 Gobra Road Kolkata 700046 and proposes to offer the various services (as defined below) to its members and their guests.

'The Quarters' is an iconic business Club located in the heart of the city, set over nine floors aggregating to a total built up area of 67000 sqft. It is located at 'Intellia Business Park', platinum rated Grade 'A' Business Park and is the first of its kind in the city.

The Club membership will provide an exciting opportunity to interact with a community of diverse and dynamic people, hailing from different cultures and having various fields of interests.

The Club would be managed and operated professionally by Trinity Infrapark LLP or any Facility Management Company as may be appointed by Trinity Infrapark LLP from time to time (Club Management). The Club Management shall be responsible for running and maintaining the Club.

### **A LIFESTYLE FOR ITS MEMBERS**

The Club proposes to provide its members a sanctuary for those seeking comfort, hospitality and elegance, with the highest levels of quality, service and special attention to all details that endeavour to leave them wanting for nothing. The Club shall also provide all necessities similar to that of a business centre, thereby providing its members with an office away from the office, where members seeking a more relaxed environment to conduct business may do so at ease, either in a social and convivial setting or in a more private and secluded space as may be so desired by them.

### **RICH EXPERIENCES**

Members can entertain themselves in opulent surroundings, dine and drink from exquisite and delectable menus, socialise and make new acquaintances, party and dance until the small hours, celebrate occasions and experience richly inspiring cultural programmes of art, music and such other events, as may be organised by the Club from time to time. The Club will be open 365 days a year, from early in the morning until late at night.

### **CULTURAL PROGRAMMES**

The cultural programmes pulsate life into each member's experience of the Club, as much or as little as they desire, as and when they wish. Talks, current debates, exhibitions, workshops, panel discussions, dance and live music shall permeate through the Club, adapting and reflecting the seasons, social calendar and changing times.

## **THE TEAM**

The Club's team will comprise of individuals having vast industry experience to ensure that the members and their guests have a wonderful experience. There shall also be a dedicated Guest Relations Team to provide all necessary assistance to the members and their requests.

## **CLUB EVENTS**

Seasonal moments will be celebrated throughout the year with all encompassing Club parties and festivals. The special weekends shall provide the members with sumptuous family brunches, coupled with entertainment for the little ones.

## **CLUB DESIGN**

Each space across all floors shall be in rich and sophisticated colour palette, expressed with strong textures and playful patterns, resulting in an overall design- aesthetic that is both contemporary and classic, showcasing a fine blend of the past and the present. A unique collection of art-deco furniture and lighting shall pay homage to the city's past and set a decadent scene, while contemporary fabrics throughout shall add layers of luxurious comfort. Rooms vary in sizes with grand lounges and restaurants for entertaining and socialising and smaller, more intimate spaces for discreet business meetings or quiet contemplation.

## **DINING**

There will be elegant, family-style restaurants, heavily influenced by fresh and exotic produce with much lauded culinary simplicity, within the Club, serving members with vast, delectable options to choose from different dining experiences, showcasing bold and exhilarating cooking techniques, exotic flavours shall tickle the taste-buds of the members beyond their imaginations.

The members may, in addition to the sumptuous and delectable menus of the aforesaid restaurants, may also order from the Club menu which proposes to feature an array of Club classics, comforting and completely suited to your surroundings, whether it is in one of the members' lounges, or the rooftop terrace.

The Club will also have an in-house patisserie, churning out delicious dessert menus for the members and their guests.

## **BARS**

There will be exquisite craft cocktail bars within the Club, each manned by a special team of mixologists, working alongside world-class sommeliers who shall guide members through the meticulously sourced wine list.

## **CIGAR LOUNGE**

The members and their guests may enjoy some of the world's most exceptional smokes in the Club's cigar lounge, which shall be situated on the rooftop. Members and their guests may either smoke inside the lounge or outside in a private cabana, while the soft, relaxing music emanating from the Club's sundowners' terrace will surely add a soothing note.

## **PRIVATE MOMENTS**

There shall be plenty of spaces within the Club for members to host their own events and parties, from private and semi-private dining rooms of varying sizes to terraces and rooftops, including rooms with screening facilities. Each event will be carefully handled by the experienced events team.

## **UP ON THE ROOF**

The vast rooftop will seem like a whole new world. It will also house the Club's late-night lounge. The lounge shall boast of and be equipped with state of art sound system and light installations for the members to have a mesmerizing lounge experience.

The lounge shall witness a mix of progressive music of international standards, keeping upbeat with the latest international tracks.

The rooftop will also be home to the Cigar Lounge, an outdoor terrace lounge which will run the length of the building.

## **THE CLUB WILL OFFER, INTER ALIA, THE FOLLOWING SERVICES TO ITS MEMBERS**

- 1 CLUB RECEPTION DESK
- 2 BANQUETS
- 3 BAR
- 4 SALON
- 5 BUSINESS CENTRE
- 6 CAFÉ
- 7 CARDS ROOM
- 8 CIGAR LOUNGE
- 9 INDOOR GAMES ARENA
- 10 PUTTING GOLF ON ROOF
- 11 GYM
- 12 INDOOR SPORTS ARENA
- 13 JACUZZI
- 14 LUXURY GUEST ROOMS
- 15 PRIVATE DINING ROOMS AND RESTAURANTS
- 16 SWIMMING POOL
- 18 SKY LOUNGE
- 19 CONFERENCE ROOMS
- 20 SPA
- 21 ROOFTOP SPORTS ARENA
- 22 MEMBERS LOUNGE
- 23 CLUB LOUNGE
- 24 PATISSERIE
- 25 SCREENING AREA
- 26 LAUNDRY

## GENERAL TERMS AND CONDITIONS OF THE CLUB

### CLUB

- a) The Club will offer a majestic environment for a luxurious and majestic lifestyle in a well located complex known as INTELLIA BUSINESS PARK, premises no. 22 Gobra Road (formerly comprised premises 22, 25/5 and 25/6, Gobra Road and 2 Rammohan Bera Lane) Kolkata 700 046.
- b) The Club will be a place for all members and their guests to engage in social, recreational, mental and physical activities, cultural and sports/games available on the premises. The Club shall only be accessible to its members and their guest.
- c) The Club would be managed and operated by Trinity Infrapark LLP or any Facility Management Company as may be appointed by Trinity Infrapark LLP from time to time (herein to be referred as Club Management).
- d) The Club rules would be initially laid down by the promoter of the complex namely, Trinity Infrapark LLP and later by the Club Management.
- e) The management of the Club will issue a membership card to the member once his/her membership is honoured by the selection committee of the business Club. Members should carry their identity cards to avail any facility of the Club. In case the card is not carried then such person will not be allowed to avail the facilities of the Club.

### MEMBERSHIP CATEGORIES

TYPE OF MEMBERSHIP	TERM (IN YEARS)
Individual Memberrrs	5 years membership fee ~ INR 4,50,000 10 years membership fee ~ INR 7,50,000 15 years membership fee ~ INR 10,00,000 25 years membership fee ~ INR 15,00,000 Subscription Fee ~ INR 10,000 annually or INR 2500 quarterly (redeemable from the bills)
Expatriate Members	5 years membership fee – INR 4,00,000 Subscription Fee - INR 10,000 annually or INR 2500 quarterly (redeemable from the bills)
Corporate Members	5 years membership for 3 employees Membership Fee ~ INR 12 Lakhs Subscription Fee ~ INR 10,000 annually or INR 2500 quarterly (redeemable from the bills)
Office Members	Membership lasts till holding the office Membership Fee ~ INR 5 Lakhs with the office Subscription Fee ~ INR 10,000 annually or INR 2500 quarterly (redeemable from the bills)

**Note:** The membership fee and the annual subscription fee are subject to revision from time to time.

a) **'Individual'** members comprises of individuals who have availed individual memberships and may or may not be acquirers of units in Intellia Business Park. 'Individual' membership includes the primary member, spouse and dependent children in the age group of 18 to 25 years. Children above the age of 12 years can be accompanied by respective members as guests.

b) **'Expatriate'** members comprises of individuals who have availed expatriate memberships and may or may not be acquirers of units in Intellia Business Park. 'Expatriate' membership includes the primary member, spouse and dependent children in the age group of 18 to 25 years. Children above the age of 12 years can be accompanied by respective members as guests.

c) **'Corporate'** members comprises of companies who have availed corporate membership. In case of corporate membership, each corporate membership shall entitle 3 employees of such company to avail and use such membership at any point of time. The tenure of membership for each corporate member shall be for a fixed period of 5 years and upon the expiry of such term, the membership so granted shall cease and the nominees of such corporate member shall no longer be entitled to avail themselves of the use and enjoyment of the facilities and amenities of the Club. Membership Fee is INR 12 Lakhs for 5 years for 3 employees. 'Corporate' membership includes the primary member, spouse and dependent children in the age group of 18 to 25 years. Children above the age of 12 years can be accompanied by respective members as guests.

d) **'Office'** members comprises of transferees of office spaces at Intellia Business Park. Such members shall be required to pay the membership fee and shall have the right to enjoy all the Club facilities like permanent members. Such members shall only need to pay the membership fee. In case any office member acquires an office having an area in excess of 2,000 sq. ft., such office member shall get an additional membership for every 2,000 sq. ft. of office space and the such additional membership can be nominated in favour of such employees of the office as may be decided by the office member. Membership in this category is non-transferable, in case of re-sale. Membership of the seller will cease to exist in case of resale of the unit. 'Office' membership includes the primary member, spouse and dependent children in the age group of 18 to 25 years. Children above the age of 12 years can be accompanied by respective members as guests.

**e) Additional category of members:**

Additional membership categories may be introduced from time to time, on such terms and conditions and on payment of such joining fees and annual subscription as may be decided by the management of the Club.

f) **Honorary Members:** Persons recognized for outstanding services to the Club or top Government officials invited by the managing committee of the Club.



## ADMISSION OF MEMBERS

- a) All acquirers of units in Intellia Business Park shall be eligible to become members of the Club. The membership of the Club would be in accordance with the terms and conditions herein.
- b) Any applicant seeking membership of the Club shall make an application in the prescribed manner by filling up the Membership Application Form.
- c) By applying for membership in the prescribed form, the applicant shall have been deemed to have understood the terms and conditions governing the applicant's admission as a member of the Club and shall be deemed to have given the unequivocal acceptance of the same and to any subsequent amendments thereto. Mere receipt of a Membership Application Form shall not be deemed as acceptance of the membership and does not confer any membership rights to the applicant.
- d) The Club Management, at their absolute discretion, may accept or reject an application for membership. In case an applicant is admitted as a member, the Club Management shall notify the confirmation of such admission in writing to the applicant. The issuance of membership Card in the member's name shall constitute acceptance by the Club management of his/her/its application for membership. The committee shall notify reservation charges for guest rooms, and other spaces from time to time. No member shall introduce to the Club as guest, any person whose presence is undesirable or whose membership of the Club has been suspended or terminated, except a person who has resigned from his membership with the permission of the management committee. No public address system, music singing, cheering or speeches which are likely to cause disturbance to other members shall be allowed by the Club.
- e) The membership so granted in terms of Clause 3 (d) hereinbefore shall always be subject to the member adhering to and performing the obligations herein contained including but not limited to timely payments of applicable fees, deposits or subscriptions.
- f) Corporate Membership – They shall, at the time of making the application for membership, nominate the candidates as its representatives and only such nominated persons shall be entitled to avail, use and enjoy the facilities and amenities of the Club at and for consolidated Corporate Membership fees of INR 12,00,000 (Rupees Twelve Lakhs ). The Corporate Member shall be entitled to substitute any nominee at its discretion, however subject to payment of such processing fees as may be prescribed by the Club Management, and as applicable for the time being in force. However, such change in nominee shall be allowed only once in one financial year.
- g) To join the Club, prospective members will need to fill up an application form and share as to how they wish to utilize the Club. Applications shall be welcome from candidates with interests in the arts, music, literature, design, science, technology, health and well-being, entrepreneurship, business, philanthropy, law, finance and fashion.

- h) A detailed Curriculum Vitae (CV) showing personal, educational and professional details will be required along with the application form. The applicant must be a post-graduate in any discipline. Photocopies of the post-graduation certificates shall be enclosed with the application for membership.
- i) The application form shall be available and may be collected from the office during working hours ie. Monday to Friday, 10 AM to 7 PM and Saturday 10 AM to 5 PM.
- j) In case the applicant is working for a firm/company, the hierarchical structure of the firm/company must be submitted.
- k) The Applicant should be above 21 years of age and a financially qualified person of good character.
- l) Memberships shall be granted irrespective of race, colour, national origin, sex, religious preference, sexual orientation or creed.
- m) Dependent children of members between 18-25 years of age are eligible for add-on membership cards on request. Validity of an add-on card will expire when the child attains 25 years of age.
- n) Dependent children between the age group of 18 to 25 years can bring their guests on chargeable basis to enjoy the sporting activities only without the presence of the Member. However, any further changes in the norms will be notified accordingly in future.
- o) Member's spouse and children between the age of 18-25 years will not be treated as guests.
- p) Children below the age of 12 will however be permitted on special occasions and private parties hosted by the members in designated areas.
- q) A member may bring up to 10 guests per day, who need to be signed in at the reception (in appropriate registers) at the time of entry to the Club. Guest charges shall be applicable for such guests which is presently at Rs. 200/- per guest and maybe changed by the Club management from time to time.
- r) Facilities of the Club may be enjoyed only by the member, spouse, children between the age of 18 to 25 years and the guests of the member who have to be adults.



## MEMBERSHIP FEES AND ANNUAL SUBSCRIPTION

a) The one-time membership fee and annual subscription are as follows:

TYPE OF MEMBERSHIP	MEMBERSHIP FEE	SUBSCRIPTION FEE
<b>Individual Membership</b> (Member, spouse and children)	INR 4,50,000 for 5 years INR 7,50,000 for 10 years INR 10,00,000 for 15 years INR 15,00,000 for 25 years	INR 10,000/- annually or 2500/- quarterly (redeemable from the bills)
<b>Expatriate Membership</b> (Expatriate, spouse and children)	INR 4,00,000 for 5 years	INR 10,000/- annually or 2500/- quarterly (redeemable from the bills)
<b>Corporate Membership</b>	INR 12,00,000 for 5 years	INR 10,000/- annually or 2500/- quarterly (redeemable from the bills)
<b>Office Membership</b> (Member, spouse and children)	INR 5,00,000 till office holding	INR 10,000/- annually or 2500/- quarterly (redeemable from the bills)

Note: Goods and Service Tax shall be charged as applicable

b) The membership fee and the annual subscription fee are subject to revision from time to time.

c) The membership fee is a one-time non-refundable fee. Under no circumstances shall the membership fee so received, be refunded on any ground including but not limited to expiry, termination of membership and/or surrender of membership. For corporate members, the membership fee shall be payable every 5 years at such rates as may be prevailing at that time.

d) All members are required to pay the annual subscription fee to the Club as may be prescribed from time to time. For the purpose of annual subscription, a year shall mean the year commencing from 1st April to 31st March of the following year (Club Year).

e) The annual subscription shall be paid within the first 15 days of the months of April every year commencing from the date of membership.

f) A new member being admitted in between a financial year shall be liable to pay the full annual subscription.

g) Failure and/or neglect to pay the annual subscription fee within the due date will result in suspension of membership facilities. All members are required to pay within the prescribed timeline.

h) All members are required to pay the Annual Subscription regardless of whether they use the Club facilities or not. A member shall not be entitled to any rebate, or discount or refund of annual subscription on any account whatsoever.

i) Any member intending to withdraw from the membership of the Club must send his resignation in writing to the management of the Club. A member, who on or before the first day of April of any club year gives notice of his/her/its intention to terminate membership of the Club shall not be liable to pay the advance annual subscription for the next club year. If intimation of such termination is received after 1st of April, the entire annual subscription will be charged to such member.

j) In the event of any dispute in respect of the amount of subscription or other amounts mentioned in any bill payable by any member, or as to the rights of any member in respect of any subscription or bill amount paid by such member, or as to the right of any member to receive any refund claimed by him, such questions or disputes shall be settled by the Club Management and shall be disposed off by the management of the Club in such a manner as the management may deem appropriate notwithstanding anything contained herein. Such decisions of the Club Management shall be final and binding upon the members.

#### **ENTRY TO THE CLUB**

a) There is only one entry to the Club and all the members will be required to produce their membership/add-on cards at the entrance of the Club as proof of their membership. In case the card is not produced, the member shall not be allowed to use the Club.

b) The members and their guests shall use the Club facilities only during the permitted hours of operation of the Club.

c) Members are not allowed to use the Club premises after closing hours.

#### **DRESS CODE**

a) Members are requested to maintain a reasonable standard of dressing and shall not wear clothing deemed offensive to other members. The recommended dress code is smart casual, except few formal occasions wherein it shall be mandatory to wear formal western wear or traditional ethnic wear.

b) The minimum dress for gentlemen shall be a collared shirt/ T-shirt, trousers, and covered shoes. Ladies in shorts are not permitted in the dining rooms and/or bars. Round neck T-shirts/ and slippers with trousers are not allowed inside the Club premises.

c) Sleeveless garments (Singlets/Vests) may be worn for the purpose of jogging and in the gymnasium. Shorts/Vests/Singlets are not allowed in the Club. Strapless rubber or Hawaii slippers and/or bathroom slippers shall not be permitted anywhere in the club except the swimming pool area.

d) Ladies shall be allowed in any attire, both western and ethnic, as long as the outfit is appropriate for a public space. Shorts above knees shall not be allowed.

e) Gentlemen shall avoid shirts/ vests without collars and/or sandals with or without straps (except when worn with dhoti or churidar-kurtas) and/or Aligarhi (loose) pyjamas and shorts and jeans except as noted above.

f) Members should make an effort to not appear attired in untidy or inappropriate clothing or barefoot anywhere in the Club.

## **DISCRETION**

a) The management of the Club reserves the rights of and to grant admission. The Club Management has the right and power to amend, modify, add or delete any of the Rules and regulations of the Club, as well as fees, deposits, subscriptions and other charges applicable to the Club and the members hereby undertake to confirm and agree to the same.

b) The Club Management also has the absolute power and authority to carry out development, addition or alteration of its property (Club Premises) in its entirety or any portion thereof. The administrative and the management control of the Club shall absolutely and exclusively vest with the management of the Club and no member or any other person or party shall have any say in the management and control of the Club.

## **USE OF THE CLUB**

a) The Club shall be run as a private club. The Club is available for the use and enjoyment of the member, spouse and their guests. However, the management of the Club at its sole discretion, reserves the right to use the Club premises or certain areas or portions thereof together with certain facilities for the purpose of hosting parties, functions, events, banquets, seminars, conferences and social gatherings from time to time and to which the members shall have no right to object and under such circumstances, certain areas and portions of the Club premises will be restricted to the members temporarily.

b) Banquet halls within the Club may be booked for a member's own private event for a sum of Rs. 30000/- plus applicable taxes for its use during the weekdays. However, for weekends (Saturdays and Sundays) and national holidays the banquet charges shall be Rs. 50000/- plus applicable taxes. These charges are subject to change at the sole discretion of the Club Management. The member

shall be responsible for their own property, their guests, any audio video or electrical installations, programmes for entertainment or service of any food and beverage in connection with the private event hosted by them, and must take necessary permissions from the management of the Club for the same. Bookings shall be for the day starting from 8:00 a.m. till 12:00 midnight. Guests/Invitees attending the banquet for function will not be allowed access to any other areas of the Club premises. The host member shall be held responsible for any untoward incidents caused by his guests/invitees. The third banquet hall of 10,000 sq ft on the ground floor of Tower 4 can be used to host various corporate and social functions. Various sporting activities such as Indoor Cricket, Indoor Football, Basket Ball, Badminton are allowed on chargeable basis.

c) **Conference Rooms** Conference Rooms may be utilized by members for small meetings/ conferences for 10/12 persons. A member may make a booking for which there will be normal charge of Rs. 10000/- plus taxes for a meeting of 4 hours and Rs. 15000/- plus applicable taxes for a full day meeting. These charges are subject to change without any prior intimation at the sole discretion of the Club Manager. Provision for presentations is also available and projector shall be available on pre-booking and on payment of a charge, depending on its availability.

d) **Gym and Spa** Safety of the members or their guest using the gym is the Club's top priority. In case gym staff is not available, members must be cautious and no children shall be allowed into the gym. Members are requested to maintain the decorum of the Club and uphold its values within the gym and health spa as well. The Club would not be liable for any loss of personal belongings or valuables left in the gym by the members. The timings for the gym and health spa as well as the conditions for use thereof shall be at the sole discretion of the management of the Club.

e) **Indoor Sports facilities** The Club shall have indoor sporting facilities like badminton courts, table tennis, carom and pool which may be utilized by the members or their guests. Members or their guests are responsible for carrying their own sporting equipment and must be attired in a proper manner so as to maintain the decorum of the Club. The timings for the indoor sporting facilities as well as the conditions for use thereof shall be at the sole discretion of the Club Management, and management shall intimate the same to the members.

f) **Lounge/Bar** The Bar shall operate in conformity with the licensing acts issued by different authorities for bar and would be procuring a license from the excise department and shall be under the control of the Club Management. Children are not permitted to enter the Lounge/Bar. Excise Rules in the Club shall be stringently followed. Alcohol consumption is only permitted in the excise approved facilities and areas of the Club. The closure timing of the Lounge/Bar shall be strictly adhered to and members are expected to follow these rules without any exception. The rules governing the Bar as well as the conditions for use thereof shall be at the sole discretion of the Club Management. The bar shall have a team of waiters and bartenders working alongside world-class sommeliers.

g). Access to the Sports Turf will be through the Reception Desk.

Timing: 6:00 am to 9:30 am | 6:00 pm to 11:00 pm

## GUESTS

a) Apart from the member and his spouse any other people accompanying them shall be treated as member's guest and would be subjected to applicable guest charges levied by the Club. Such charges are subject to change and the members would be duly notified regarding the same.

b) Members shall be responsible for ensuring that their guests maintain the decorum and abide by the rules of the Club. A guest should be compulsorily accompanied by a member.

c) Guests must contact the property in advance for check-in instructions, your host will greet you. This property doesn't offer after hours check-in. To make arrangements for check-in please contact the property at least 24 hours before arrival using the information on the booking confirmation.

d) All resident guests must present a valid govt. issued identity card at the time of check-in. Non-resident guests might be asked to show their govt. issued ID card on request by the management. Refusal to do so, might result in refusal to access the Club services and facilities.

e) A member may at his own expense entertain guests entertain guests subject to such rules and byelaws and payment of such charges as may from time to time be prescribed by the Club Management. The member shall be responsible for the conduct of his guest and for the strict observance of the rules of the Club by his/her guest.

f) No member shall introduce to the Club as a guest, any person whose presence is undesirable or whose membership of the Club has been suspended or terminated, except a person who has resigned from his/her membership.

g) The Club Management reserves the right to restrict entry of a guest and the decision of the management of the Club in this respect shall be final.

h) The member concerned must enter the name and address of the guest(s) (both ladies and gentlemen introduced to the Club), in a register kept for the purpose at the entrance on the ground floor.

i) The members shall also be responsible for the good behaviour of their guests during their visit to the Club. In case of any violation of the rules of usage of the Club by any guest, the member shall be solely responsible for the same and be liable to make good any loss that the Club and/or its other members may suffer from such violation. The concerned member may be subject to disciplinary action at the discretion of the Club Management.

j) Foul, loud or abusive language and unbecoming conduct shall be absolutely prohibited.



k) The members and their guests are required to maintain appropriate standard of dress on all occasions, so that the standard and the decorum of the Club and its members are not offended. Minimum dress standards as specified by the management of the Club will be adhered to. It is the duty of all the members to inform their guests about the dress requirement of the business Club.

l) Slippers are not permitted outside the dressing rooms and swimming pool area. Moving around the club premises in bare foot is not acceptable. Members must change after playing games prior to using the main Club area. Wearing of pajamas is not permitted in the Club.

m) Member, spouse and their guests shall be properly attired in accordance with the dress code prescribed for the activity. Torn, patched, scanty or provocative attire is not acceptable. An appropriate standard of the footwear is required.

n) Members in swim suit should remain within pool area only and changed into acceptable areas before entering the other areas of the Club. Swimming costumes must be worn if entering into the swimming pool, pyjamas, salwars saris or Bermudas shall not be allowed in the swimming pool.

o) Members are not permitted to bring more than 10 guests on a day, except for a venue which has been booked for a private function. A member has to take prior approval of the Club Management if the number of guests to be brought in exceeds 10. This may vary for special events and/or events relating to cultural programmes.

#### **TRANSFER OF MEMBERSHIP**

a) Membership is not transferable.

b) In case of Corporate Membership, nomination may be changed on the basis of letter issued by the authorized signatory of the corporate company to the Club Management and in such cases, change of nominees can be done on payment of necessary charges.

#### **PAYMENTS**

a) All the members, their spouse and dependent children (age of 18 to 25 years) will have to be registered and they would be required to submit one photograph each to enable an RFID card to be made so as to enable the member, spouse and the children (age of 18 to 25 years) to use the Club facilities and top-up the card for paying the various payables to the Club. All the members shall be allowed to use and partake of the facilities, amenities and services offered by the Club and pay through RFID Card.

b) Bills for the preceding month shall be sent to the member within 15 days of each succeeding month and shall be payable by the member within the 30th day of the billing month. The Bill will include the monthly subscription, other charges and will be supported by signed copies of the invoices duly countersigned by the member.



c) All payments (subscriptions etc) which are overdue beyond 30 days from the due date shall attract interest as imposed or applicable and the member will be liable to pay such interest as may be calculated till the time the bill is finally settled/paid.

d) In the event, any member intends to top up the RFID Card by using a debit or a credit card, the Club shall carry out transactions in compliance with the rules and regulations of the credit facility set forth by the relevant banks, financial and/or intellectual property laws in force at the time of transaction and any regulations governing third-party payment processors. The Club shall contact the member if any payment of such member gets cancelled or for any other verifications which may be necessary to complete such payment.

#### **CONSEQUENCE FOR NON PAYMENT OF DUES TO THE CLUB**

A member shall pay his/her dues within the 15th day of the billing month. The Club Management, after the expiration of such period, shall send a reminder letter by Registered Post A.D. asking him/her to make full payment within 15 days of the issuance of the letter. If the member still fails to clear all his dues then the management of the Club will issue a second reminder letter to clear all his dues within 30 days of the issuance of the second letter and his membership will be suspended for 30 days and his name will be put up on the Club Notice Board. If despite the above, the member fails to clear the dues and then on expiry of the 30 days suspension period the membership will stand terminated and the name of the member shall be struck off from the Club Membership Register without further reference to the member and the Club Management shall have the power to recover the dues in full from the defaulting member by such processes as may be deemed fit. A member once suspended will not be permitted to enter the Club premises either personally or as guests even if introduced by any other member.

#### **TERMINATION OF MEMBERSHIP**

a) A member ceases to be a member of the Club if he/she /it –

- is declared insolvent or
- is dismissed from the public service, or is a subject or Citizen of a country at war with the Union of India, or
- is found guilty by a competent tribunal of a criminal offense involving in the opinion of the management gross misconduct, or
- is found to carry on any business or activity, which would be construed as illegal, defamatory, immoral or uses the address of the Club whether directly or indirectly for any such purpose or purposes he/ she/it shall cease to be a member.

b) If at any time the management of the Club is of the opinion, after due inquiry, that any member is guilty of unruly or disorderly conduct or conduct which is likely to bring disrespect to the Club or has infringed the Rules and Regulations of the Club in a manner that is detrimental to the interests of the Club, the Club Management may expel such member and from the date of such expulsion such person shall cease to be a member of the Club.

c) If any member does not pay his/her monthly bills within the timeline mentioned herein, his name shall automatically be expunged from the membership of the Club and he shall be notified accordingly, unless he has been given a further extension of time for the payment of his dues on an application made to the management of the Club. On termination, the membership card will become ineffective and the member will be obliged to surrender his membership card to the management of the club. In case of termination of membership no member shall be entitled to any refund on any account whatsoever.

#### **READMISSION AFTER TERMINATION OF MEMBERSHIP**

The Club Management may at its sole discretion readmit the person whose membership has been terminated as a member of the Club in accordance with these Rules on such terms and conditions and on payment of such fee as he may deem fit and a member whose membership has been terminated twice shall not be readmitted under any circumstances.

#### **COMMUNICATION**

All the notices and communications sent to the address of the member as recorded with the Club shall be deemed to have been properly delivered after 24 hours. The members should intimate to the management of the Club immediately of any change in their address for communication. The members shall communicate with the Club management through courier service or personally delivering the communication at the Club only. Communication by members through courier service shall be deemed to have been properly delivered on the date of its receipt by the Club.

#### **GENERAL**

- a) Suggestions and Complaints may be made to the management of the Club in writing.
- b) The Club timings shall be notified from time to time on the Club Notice Board and club website. The staff will not be requested to remain beyond the scheduled hours nor will the Club or any part of it be kept open beyond the operating hours.
- c) As regards interpretation of these rules, the decision of the Club Management shall be final and binding on all concerned.
- d) There would be additional charges for any specific sport, to be decided later by the management of the club. Additional charges may be applied for holidays and weekends.
- e) In addition to the terms and conditions for membership, the Club management will be entitled to formulate such Rules and Regulation for usage of the Club, as may be deemed fit, which shall be subject to modification from time to time as deemed fit and proper. This is at the sole discretion of the management of the Club, as it considers appropriate for viable running of the facilities. A copy of such Rules and Regulations shall be provided to each member.

f) All payments to be made by A/c Payee Cheque and drawn in favour of "TRINITY INFRAPARK LLP"

g) No pets are allowed entry to the Club premises under any condition.

h) Members are requested to ensure that their drivers do not park their cars in the areas demarcated for 'Owner Driven Vehicles' under any circumstances. Due to extreme pressure on parking, particularly on week-ends, members' cooperation in this matter would be solicited. In the event of a chauffeur driven vehicle parked in the members' area, the security personnel shall be entitled to have the vehicle removed there from and have the vehicles parked in the area demarcated for 'Chauffeur Driven Vehicles'.

i) Members' personal domestic staff shall not be permitted inside the Club.

j) Members are requested to maintain decorum in dealing with the Club staff at all levels.

k) Tipping is strictly prohibited and will be viewed seriously and any violation could attract disciplinary action against the member.

l) All members of the Club shall be bound by the rules and regulation and decisions and bye-laws which may be made by the management from time to time.

m) Monthly Club charges should be paid within the due date. Delayed interest at the rate of 18% would be levied on non-payment of the same. Member's whose monthly charges are outstanding for a period of 45 days or more would be suspended from using the Club till the same is cleared.

n) No member of the Club shall have any right, title or interest of whatsoever nature in respect of the movable and immovable properties of the Club. However, members shall be entitled to the right and enjoyment of the services and amenities provided by the Club subject to the rules and regulations as provided herein.

#### **REMOVAL OR DAMAGE TO CLUB PROPERTY**

If a member damages, destroys or takes away from the Club upon any pretext whatsoever, any newspaper, pamphlet, book or other article or furniture, equipment or things belonging to the Club, he shall be liable to make good such damage or loss whether the damage is accidental or willful, but in the latter case, he shall be liable to pay such further amount by way of fine as the Club Management may determine. A member shall remain liable for any such damage or loss as a foresaid caused to the Club by himself, his children or his guest.

#### **LOSS OF MEMBER'S PROPERTY**

The management of the Club will not be responsible or liable for loss of monies, valuables or other

property, belonging to any member or guest in whatever manner. In the event of any such loss it shall be the duty of the member concerned to report the same in the first instance to the reception office for necessary enquiry and action.

### **PROHIBITED ACTIVITIES**

- a) Diving or jumping into the swimming pool from a height is dangerous and is therefore strictly prohibited.
- b) No member shall create any noise or play any music system or radio or any other instrument or behave or conduct himself in any manner in the Club premises, which may be objectionable, improper or indecent or which may cause any annoyance to other members or their guests.
- c) No member shall pluck flowers or uproot and/or damage any plants, trees or vegetation.
- d) Chewing of betel leaf and/or other forms of tobacco/ paan masala and spitting the same is strictly prohibited within the Club premises and/or compound and members and their guests are expected to refrain from such activities while in the Club Premises.
- e) Smoking is also not allowed in the Club premises except in the designated places. However, if other members object to the same, the offending member is expected to co-operate and refrain from smoking.
- f) A member shall be liable to pay the replacement value for damage of sports and/or other equipment, furniture, fittings, fixtures etc or damages to any property of the club provided that in this case the Club after inquiry is satisfied that such damages were caused by the said member either by way of gross negligence or willfully.

### **ACCIDENT/INJURY**

The Club will not be responsible or liable for any accident or injury caused to the member/family /guest during the duration of their presence in the Club, or due to any sporting activity or negligence or due to the acts or omission on the part of servants and other employees of the Club Management acting in course of their employment.

### **JURISDICTION**

Any dispute or differences arise between the members and the Club management relating to the Club membership, management of the club or otherwise shall always be subject to jurisdiction of the Courts of Kolkata.

## PRIVACY POLICIES

- a) As part of the services and to promote the same, the Club shall have an official website and a mobile application (collective, “platforms”), which may be used or accessed for informational purposes only.
- b) This privacy policy will apply to all the members of the Club and any user accessing or using the Club platforms, filling out application forms or otherwise engaging with us through email or other means.
- c) By using these platforms, the user confirms to have read and understood the practices and policies outlined in this ‘privacy policy’ and agree to be bound by the same, subject to any subsequent modifications, made at the sole discretion of the Club management, from time to time.
- d) If one does not agree with this policy, one shall cease and desist any use of these platforms and/or stop uploading any information on the platforms.
- e) Any user using or accessing these platforms from any location outside India may do so at one’s own risk and shall solely be responsible for compliance with local laws, as may be applicable.
- f) In the event of a change in the law applicable to data protection in India, it shall be deemed that the member has given his/her/their consent to the continued use, storage, collection and disclosure of the applicant’s/members information, including personal information, to the fullest extent permitted under such applicable laws.
- g) In order to provide our services, the following information shall be collected from the users
- Name
  - Gender
  - Permanent Account Number
  - Occupation (Including industry details, organization and designation)
  - Educational qualifications
  - Date of Birth
  - Passport Number
  - Date of Marriage
  - Office and home contact numbers
  - Email ID
  - Aadhaar Number
  - Special interests and hobbies
  - Cultural communities which may interest the user
  - Culinary preferences
  - Sporting preferences
  - Photographs

- Signatures
- All foregoing information of spouse who propose to use the services offered by the platforms.
- There may also be a requirement of a photocopy of electricity or telephone bill to ascertain permanent residency.
- Any other information that may be necessary if the member applies to avail facilities from a club which is part of the reciprocal club network.
- The Club shall be free to collect member information whenever the member intends to or uses any of the Club facilities.
- Any behavioral information which may be relevant.

#### **h) PAYMENT INFORMATION**

- Third party payment gateway shall receive and process payments made on the platforms.
- All financial information will be provided directly to the payment gateway provider, whose use of such information shall be governed by its privacy policy.
- The IT Act and the SPDI Rules regulate the collection, usage, retention and disclosure of 'Personal Information', which is defined under the SPDI Rules as any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available to a body corporate, is capable of identifying such person.
- The SPDI Rules further define "Sensitive Personal Data or Information" ("SPDI") of a person as Personal Information about that person relating to:
  - i Passwords.
  - ii Financial information such as details of bank accounts, credit and debit card or other payment instrument.
  - iii Physical, physiological and mental health condition.
  - iv Sexual orientation.
  - v Medical records and history.
  - vi Biometric information.
- All personal Information provided by a member shall be provided voluntarily. Collection, use and disclosure of Personal Information requires such express consent, unless there are other legal grounds available to collect such information as further specified herein.
- By using or accessing the services or otherwise members provide consent to the use, collection, retention, transfer and disclosure of the personal information in accordance with the terms of this privacy policy.
- When a member provides User Information of third parties, it shall be presumed that such member has obtained consent from such third party and has sufficient rights, approvals and licenses to provide such information.



- By providing the Information, member is deemed to have agreed that the member's contact number is not part of any "do not call" registry or its equivalent, anywhere in the world and that the Information may be used to send communication, notices or alerts that are transactional, informational and promotional in nature, from time to time, to such member.
- Members may choose not to provide, or withdraw, any or all information included under Personal Information, but in the event that one does so, the platforms may be unable to allow such member to avail its services for the provision of which such information is collected or processed.

#### i) USE OF INFORMATION

The Club shall use member information for the following purposes:

- To offer, provide, develop, customize and improve services;
- For invoicing you for availing our services and processing of payments pursuant to the same;
- To enable seamless integration and provide uninterrupted access to services across clubs which are part of the Reciprocal Club Network;
- To send invitations for events, seminars, and workshops which may be of interest to the member;
- For marketing purpose and to intimate about any new service and business offerings;
- To operate and improve the platforms in order to foster a positive user experience and to improve business as a whole;
- To obtain third party services, so as to enhance service offerings;
- To facilitate shared services for loyalty programmes;
- To analyze data, tracking trends, build algorithms, recommendation engines;
- Research;
- For non-targeting reasons such as frequency capping, compliance, information reporting or delivery, market research or product development purposes;
- To conduct audits and quality assessment procedures;
- To analyze the use of services and troubleshooting problems in relation to the platforms.

In addition to the above, member's information, including Personal Information (that is information that may be used to identify a member), may be used for the following purposes:

- For internal operational purpose such as record keeping, accounting and compliance with applicable taxation laws;
- For the purposes of recording information including dates, times and locations at which the platforms have been accessed by using various tracking technologies and thereby improving the platforms and user experience by providing the user with relevant information based on the above. Disabling of tracking technologies on the platforms by changing settings on smart phone and/or web browser may result in inability to use the Platforms fully or at all.
- To comply with applicable law.
- To respond to any queries that you may have, and to communicate information to you, including notifications of any alerts, any updates to the services;

- To send newsletters and other related communications to which you may have subscribed to.
- To contact you from time to time to record your valuable feedback.

#### **j) SECURITY OF INFORMATION**

The management of the Club shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond reasonable control including but not limited to acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption.

#### **k) RETENTION OF INFORMATION**

There shall be measures such that members' personal information, is destroyed and/or anonymized as soon as reasonable after the purpose for which that personal information was collected is no longer being served by the retention of such personal information; and retention is no longer necessary for any other reason including applicable law.

Members may write to the Club to request not to use such member's personal information anymore. However, the management of the Club shall reserve the right to retain, store and use Information including Personal Information for business purposes, whether such Information has been deleted or not.

After a period of time, data may be anonymized and aggregated, and then may be held by the Club as long as necessary to provide services effectively. Member's withdrawal of consent to use Personal Information may result in inability to provide such member with the platform services.

#### **l) COOKIES AND OTHER TRACKING TECHNOLOGIES**

The platforms will utilize "cookies" and other tracking technologies. Some cookies and other technologies may serve to recall information previously indicated by a user. Most browsers allow the user to control cookies, including whether or not to accept them and how to remove them. One may set most browsers to notify if it receives a cookie, or one may choose to block cookies. However, by doing so, one may not be able to access or use certain features on the platforms.

Tracking technologies may record information such as internet domain and host names, IP addresses, browser software and operating system types, and dates and times that the Platforms are accessed. The use of cookies and other tracking technologies improve the platforms and user experience.

#### **DISCLAIMER**

Though the management of the Club is committed to protecting member's privacy, it does not promise and one should not expect, that one's Information and/or private communications shall always remain private.

#### **INDEMNITY**

The member agrees and undertakes to indemnify the Club in any suit or dispute by any third party arising out of disclosure of information by such member to third parties either through the

platforms or otherwise, and one's use and access of websites, applications and resources of third parties. The management of the Club assumes no liability for any actions of third parties with regards to members' information or personal information which such member may have disclosed to:

- Other clubs, part of the reciprocal club network
- Payment Gateway provider and
- Other third parties by various means, including, through third party links.

**Declaration :** I have read and understood the above-mentioned terms and conditions and agree to abide by the same. I agree to abide by all the existing rules and regulations of the Club which may be altered by the Club management from time to time. I solemnly affirm that the information provided by me in the application form is true and correct to the best of my knowledge in good faith.

Date -

Place -

Name of Member -

Signature of Member -

For any other queries, apply for a membership please feel free to contact us on 6293760102