

MEMBERSHIP APPLICATION FORM

All prospective and existing members of the **ATLAS** Club (hereinafter referred to as 'the Club') are required to complete this registration form and return it to the Board. All detail will be kept in a secure database with access restricted to authorized Board Members only.

The Board agrees and undertakes and the Promoter assures to complete the development of the said club on or before _____ and the Allottee agrees and undertakes the same

SECTION 1- Details of Applicant

	<div style="border: 1px solid green; width: 150px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">Applicant Photo</div>
Full Name	
Father's Name	
Spouse Name	
Nos. of Children with age	
Whether resident of DTC Capital City	YES / NO
If yes, then mention Tower No. & Unit No. If NO, then mention complete postal address	
Mobile Number	
Email ID	

SECTION 2- Amenities and Facilities provided

1. INTRODUCTION

- 1.1.** The Club shall be providing certain facilities as detailed hereinbelow to all members of the Club. The ownership of the Club is under the control and management of various companies and/or entities who have conferred the power to M/s Welkin Dealers Pvt Ltd., to govern the day to day affairs of the club and M/s DTC projects Pvt Ltd., to collect the initial Membership Charges on behalf of the Club Owners.
- 1.2.** These Terms of Membership set out the legally binding contract between the Board and each person who becomes a member of the Club by making payment in respect of the membership fee.
- 1.3.** These terms of membership shall be governed by and construed in accordance with the laws of India, irrespective of the nationality of the member.
- 1.4.** The operational hours of the Club shall be 07:00 AM to 10:00 PM, or as modified by the Board from time to time.
- 1.5.** The Board reserves the right to close the access to the Club on specific days and/or for a specific period of time, on grounds of maintenance, refurbishing and/or such other reasons as may be deemed necessary by the board.
- 1.6.** The Members of the Club agree that the membership provided hereunder only provides them with a right to access the amenities and facilities provided by the Club and does not provide any ownership right and/or any voting right in respect of the Club, in any manner whatsoever.
- 1.7.** Where these Terms of Membership are translated into a language other than English, the English text shall prevail.

2. WHO CAN BE A MEMBER

- 2.1.** The membership of the Club can be availed by-
 - 2.1.1.** all resident of the DTC CAPITAL CITY;
 - 2.1.2.** any individual who are invited by an existing member of the Club, i.e., invitation by reference;

2.1.3. in case the membership is being availed by a judicial person (i.e., a company, partnership firm, etc.), the membership has to be availed by an authorized natural person who shall be known as a member of the company.

2.2. Membership in respect of the club can only be availed after fulfilling the membership procedure as detailed in Clause 3 hereunder.

3. APPLICATION FOR MEMBERSHIP

3.1. To become a member, you must:

3.1.1. be at least 18 years of age;

3.1.2. complete and submit this membership form in the prescribed format (this form should be submitted either by yourself personally or on your behalf);

3.1.3. deposit a photocopy of a valid government ID of the member along with the valid government IDs of the beneficiary.

3.1.4. pay the applicable fee to the Board;

3.1.5. have the said application accepted by the Board.

3.2. The Board reserves the right to refuse any membership application, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court. However, in case of rejection of a membership form, the Board shall refund any payment made by the applicant towards such membership.

3.3. The membership can only be in the name of natural persons (i.e., in the name of an individual person). However, in case the membership is being availed by a judicial person (i.e., a company, partnership firm, etc.), the membership has to be availed by an authorised natural person who shall be known as a member of the company.

3.4. The membership shall allow access of the Club to the member, his/her spouse and the children of such member (the beneficiaries)

3.5. Members bringing guests at the Club premises shall be obligated to pay a guest entrance and access fee which shall be decided by the Board.

4. MEMBERSHIP FEE

- 4.1.** The Membership fee is a one-time fee upon payment of which the subscribing member is granted a Lifetime membership in respect of the Club, subject to the terms and conditions as laid down hereunder.
- 4.2.** Every person who is interested in getting the membership of the Club shall pay a sum of Rs. ____/- (Rupees _____ only) in favour of the M/s WELKIN DEALERS PVT LTD.
- 4.3.** Once any payment is made in favour of the Club, the same cannot be refunded back at the option of the member and/or applicant.
- 4.4.** After a membership is confirmed by the board, the member shall be allotted with a unique membership number which shall be different for each member.
- 4.5.** The period of membership shall be calculated on and from the date of acceptance of such applicant as member i.e., on the date when the unique membership number is allotted in favour of the member.
- 4.6.** The members of the Club shall only have the right to access the amenities and facilities provided by the Club during the operational hours of the Club.

5. ANNUAL SUBSCRIPTION FEE

- 5.1.** Apart from the membership fee, every member of the Club is obligated to pay an annual subscription fee every six month in favour of the Club and such fund shall be utilized towards proper maintenance of the Club.
- 5.2.** Every member shall pay the half yearly subscription fee of Rs. ____/- (Rupees _____ only) or the subscription fee as revised from time to time in favour of the Club on or before the 5th October and 5th April of every year.
- 5.3.** Members are obligated to pay such half yearly subscription fee every half yearly for the period till the membership continues.
- 5.4.** Any default in payment of the half yearly subscription fee by any member shall be considered as a default. A default for a consecutive period of Two (2) half yearly shall result in suspension of the Club membership. Upon suspension, the defaulting member shall be notified

of such default in writing and thereafter the defaulting member shall be liable to deposit the amount due alongwith applicable interest in favour of the Club within twenty (20) days of being notified of such default. A continued default thereafter shall result in termination of the membership as stated in Clause 9 hereunder.

- 5.5.** In case the members of the Board are not able to have access to any of the Club amenities for a consecutive period of three (3) months due to maintenance, refurbishing and/or any other reason, the members shall not be liable to pay the half yearly subscription charges for such period or, in case of advance subscription fee having been paid, the same shall be adjusted towards future period of payment, as may be applicable.

6. METHODS OF PAYMENT AND REFUNDS

- 6.1.** Any and/or all payments made by the member shall be by way of bank transfers and cheques and the members shall ensure that such bank transfer and/or cheque contains the membership number allotted to him.
- 6.2.** Bank charges in respect of any and/or all payment made in favour of the Club and/or any refund received from the Club, shall be borne by the member only.
- 6.3.** In case of refund of payment by the Club, the same shall be made either in the same manner and currency as the original payment was made or in a different manner.
- 6.4.** The membership provided to a member in respect of the Club shall be non-transferable. Further, in case of death of the member, such membership will only be accessible to the beneficiaries of the member for the remaining period of membership. Such membership can however not be renewed in the name of the deceased person and, if interested, a fresh application has to be made in the name of the new applicant.

7. RENEWAL OF MEMBERSHIP

- 7.1.** Continuing membership is conditional on the payment of the applicable membership fee for each term of membership.
- 7.2.** An existing member, prior to expiration of the existing membership, may renew or extend his membership at any time prior to the expiry of

your existing membership by forwarding to the Board the applicable membership fee and on such terms and conditions, as applicable.

7.3. In case a member does not voluntarily renew his membership before expiration of his existing membership, then the membership shall automatically stand terminated upon expiry of the term period. Thereafter, if such person intends to be a member, then he/she shall have to pay the fee as applicable and shall have to follow the process as laid down hereinabove in Clause 3 and shall be allotted a fresh membership number.

7.4. If payment is not made before expiration of his existing membership, the Board reserves the right to charge an applicable reinstatement fee in addition to the applicable renewal fee, and payment of the applicable reinstatement fee is also a condition of renewal.

7.5. The Board reserves the right to refuse to renew a membership, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court. If the application for renewal is refused, the Board shall return any renewal subscription/ membership fees which have been deposited in favour of such membership, subject to terms and conditions laid down hereunder.

8. TERMINATION OF MEMBERSHIP BY A MEMBER

An existing member may terminate his membership in writing (be letter and/or email). Thereafter within 15 days of receipt of such letter the Board shall issue a notice a letter confirming cancellation of membership. After issuance of such letter, the unique membership number allotted to the member shall stand cancelled/ struck off from the records of the Club and such person shall cease to be a member thereafter.

9. TERMINATION OF MEMBERSHIP BY THE BOARD

9.1. The Board reserves the right to reject an application for membership, terminate and/or suspend an existing membership and/or renewal of an existing membership in the following cases:

9.1.1. failure on the part of the member to comply with the terms and conditions of the membership;

- 9.1.2.** failure on the part of the member to pay any sum due to the Club within 20 days of the same being due;
 - 9.1.3.** in case the member is causing disturbance to the other members and/or causing nuisance in the Club premise;
 - 9.1.4.** in case the member is causing damage to the facilities and/or amenities of the Club;
 - 9.1.5.** in case there is a serious complaint file against the member by another member and/or an outsider and after interrogation in the matter the same is found to be true and correct;
 - 9.1.6.** any other reason which the Board may deem fit and proper.
- 9.2.** Upon termination of membership by the Board for the reasons stated in Clause 9.1, there shall be no refund of any deposit paid by the member.
- 9.3.** However, in case the membership of a member is being terminated and/or cancelled and/or rejected on any ground not being the fault and/or liability of the member, the Board shall refund payment of the deposit, after making necessary adjustments, if any, in favour of such member and to such extent as it may deem fit.

10. RIGHTS AND OBLIGATIONS OF MEMBERS

- 10.1.** Members agree to make timely payment in respect of the half yearly subscription fee and payment of renewal fee, as applicable and within the time frame as specified;
- 10.2.** Members agree to enter the Club premise and use the amenities and facilities in a proper and neat manner so as to ensure not to create any disturbance to fellow members.
- 10.3.** Members agree to use the amenities and facilities in an appropriate manner so as to ensure that no damage is caused to the appliance, infrastructure and/or any other person and/or thing;
- 10.4.** Members agree not to claim any right, title and/or interest in respect of the Club and/or its properties;
- 10.5.** Members agree not to claim any voting right in respect of any decision making of the Club and/or the Board;

- 10.6.** Members agree not to carry any outside eatables and/or water and/or drink inside the premise of the Club;
- 10.7.** Members agree not enter the premise in an intoxicated condition and/or create nuisance within the Club premise;
- 10.8.** Members agree to pay a guest entrance and access fee in respect of each guest, which shall give such access to one guest in the Club premise and to access the amenities and facilities in respect of the Club till ___pm of that particular day.
- 10.9.** Members understand that not all amenities provided by the Club are free of cost. Certain amenities and facilities provided by the Club, are 'pay and use' facilities i.e., the members have to make payment in order to avail benefit of such amenity and/or facility. The members understand that such payment is not included in the membership fee and/or the monthly subscription fee which is being paid by the members.
- 10.10.** Members agree and understand that the amenities and facilities provided by the Club are common to all members. The Club and/or the Board does not entertain any specific reservations for any member of the Club, until specifically mentioned by the Board.

11. MEMBERS WHO ARE RESIDENTS OF DTC CAPITAL CITY

- 11.1.** All Members who are residents of DTC Capital City, agree to inform and update the Club in case such member is leasing out their Apartment to a third party.
- 11.2.** During such time when the apartment of the member is leased to a third party (the Lessee), the member shall not be allowed to avail the facility of the Club for such period of lease whereas the Lessee shall be entitled to avail the benefits pertaining to the amenities and facilities of the Club.
- 11.3.** However, ensuring timely payment in respect of the monthly subscription fee shall be the obligation of the member. Failure and/or default in payment of the same shall attract Clause 9.
If the existing member transfers and/or sells his Apartment to a third party, the membership of the Club will automatically stand transferred to such transferee and the membership of the transferor, if any, shall automatically stand terminated. Thereafter, it shall be the obligation of

the transferee to make timely payment in respect of the monthly subscription fee and/or the renewal fee, as applicable.

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Signature on behalf of

M/s Welkin Dealers Pvt Ltd.

Read, Understood and Agreed by

.....

Applicant Name

Address