



Orion Holiday Resorts Ltd.

MEMBERSHIP FORM

Place _____ Membership No. _____ Exec. Code _____

Type of Accommodation:

Type : 2BR ☐ 1BR ☐ SUITE/STUDIO ☐
Season classification : Yellow ☐ Red ☐ Blue ☐ White ☐

PERSONAL DETAILS

Name of the Sole/First Applicant:

Date of Birth _____

Mr. Mrs. Ms.

Mother Tongue _____

ADDRESS : Permanent _____

Present _____

CITY _____ PIN _____ STD _____

TEL _____ FAX _____

E-Mail/Internet Address _____

Name of the second applicant** _____ Date of Birth _____

Mr. Mrs. Ms.

Nature of Membership : Joint ☐ Either or Survivor ☐

(To be filled in case of two applicants)

Do you own a Timeshare ☐ Yes ☐ No If yes, Name of the Timeshare _____

Are you a member of RCI ☐ Yes ☐ No If yes, RCI Membership No _____

Are you a member of a Club ☐ Yes ☐ No If yes, Name of the Club _____

Do you have a Credit Card ☐ Yes ☐ No If yes, is it AMEX Diners Club Citibank

Others : Specify _____

FAMILY DETAILS

☐ Mr. ☐ Mrs.

Name of Spouse _____

Date of birth _____ Wedding Anniv. _____

☐ Mr. ☐ Mrs.

Name of Children :	Date of Birth	Sex	M	F
_____	_____		<input type="checkbox"/>	<input type="checkbox"/>
_____	_____		<input type="checkbox"/>	<input type="checkbox"/>
_____	_____		<input type="checkbox"/>	<input type="checkbox"/>

PROFESSIONAL DETAILS

Name of Office _____

Designation _____

Office Address : _____

CITY _____ PIN _____

STD CODE _____ TEL _____ FAX _____

MOBILE _____

EDUCATION

Pre University ☐ Graduate ☐ Post Graduate ☐
 Professional ☐ Specify _____

OCCUPATION

1. Business ☐ 2. Entrepreneur ☐
 3. Self employed professional ☐
 4. Salaried : Private sector/Public ☐
 Sector/Government _____

MONTHLY HOUSEHOLD INCOME

Below 5 Lakh ☐
 In between 5 to 10 lakh ☐
 Above 10 lakh ☐

PROFESSION

<input type="checkbox"/> Doctor	<input type="checkbox"/> Lawyer
<input type="checkbox"/> Architect	<input type="checkbox"/> C.A
<input type="checkbox"/> Engineering	<input type="checkbox"/> Banker
<input type="checkbox"/> Academician	<input type="checkbox"/> Journalist
<input type="checkbox"/> Consultant	<input type="checkbox"/> Executive
<input type="checkbox"/> Share broker	<input type="checkbox"/> Other

Specify _____

*Minor cannot be a first applicant **In case Second applicant is a minor, to be signed by Father/Guardian.

YOUR HOLIDAY PREFERENCES

	Self & Spouse (Tick any 6)	Kids (Tick any 6)		Self & Spouse	Kids
1. Swimming	<input type="checkbox"/>	<input type="checkbox"/>	8. Family fun contests	<input type="checkbox"/>	<input type="checkbox"/>
2. Carrom, Table Tennis.	<input type="checkbox"/>	<input type="checkbox"/>	9. Sight seeing, Jogging	<input type="checkbox"/>	<input type="checkbox"/>
3. Relaxing in the room	<input type="checkbox"/>	<input type="checkbox"/>	10. Trekking. Pony rides, Long walks	<input type="checkbox"/>	<input type="checkbox"/>
4. Campfire, Group Games	<input type="checkbox"/>	<input type="checkbox"/>	11. Horse riding	<input type="checkbox"/>	<input type="checkbox"/>
5. Fishing, Boating, Picnics	<input type="checkbox"/>	<input type="checkbox"/>	12. Sports-Foot Ball, Volley Ball, Basket Ball etc	<input type="checkbox"/>	<input type="checkbox"/>
6. Shopping	<input type="checkbox"/>	<input type="checkbox"/>	13. Tennis, Badminton	<input type="checkbox"/>	<input type="checkbox"/>
7. Chess, Cards	<input type="checkbox"/>	<input type="checkbox"/>	14. Golf	<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT DETAILS

Cost of time-share Rs. _____

Payment Plan : Full payment Installments

Mode of payment : Cheque ☐ Demand Draft ☐ Cash ☐ Credit Card ☐

Cash : Amt.in Rs. _____ (Amt.in words) _____

Cheque*/Demand Draft payment

Cheque/DD No. _____

Dated _____

Bank Branch _____

Amount in Rupees _____ Rupees _____

*cheque subject to realisation

Credit Card payment

Card No. _____

Visa ☐ Master ☐ Diners ☐ Exp. Date _____

ME Code _____

Authorisation No. & Date _____

Date Month Year

EMI PAYMENT DETAILS

Bank 1

Bank 2

Bank Branch

Account No.

Cheque No. From

Cheque No. To

No. of Cheques

EMI Amount Rs.

I/we do hereby confirm and declare that all information given above are true and correct and I/we am/ are conversant with Membership Rules and agree to obey the Membership Rules mentioned herein and confirm the receipt of Acknowledgement Form together with Membership Rules.

Signature of Sole/First Applicant

Signature of Second Applicant

Place

Date

FOR OFFICE USE ONLY

Branch

Name of Sole Executive/GSA

Code

Referral

Signature

Name of the Manager

Signature

Note : Cheque/Demand Drafts/Pay Orders should be in the name of "Orion Holiday Resorts Limited" only payable at Cochin. Payment in cash at the risk of the payee unless the same is paid through OHRL account and is acknowledged through official receipt of "Orion Holiday Resorts Limited".

MEMBERSHIP RULES

1. DEFINITION

- 1.1 "OHRL" means Orion Holiday Resorts Limited, a limited Company incorporated under the provisions of the Companies Act, 1956, which term shall include its successors - in - interest and assigns.
- 1.2 "OCH" means Orion Club Holidays.
- 1.3 "Orion Associate Resorts" means the Resorts taken on Lease/tie up/arrangement for a terminable period and made available to the Members.
- 1.4 "Orion Resorts" means the Resorts developed/taken on lease/acquired by any other arrangement by OHRL and made available to the members during the Membership Period.
- 1.5 "Member" means the person/company/firm/association who purchases the OCH Membership by paying Cost of Membership and in whose favour the OCH Membership Certificate is issued.
- 1.6 "Holidays Week" means any six nights and seven days within the allotted Season Classification, for Silver Card holders and seven days and seven nights for Platinum Card holders.
- 1.7 "Week end" means Saturday and/or Sunday.
- 1.8 "Day" means an entire day and includes night, wherever applicable.
- 1.9 "Year" means the rolling year (12 calendar months) commencing from the first day of the month in which the member purchases the "OCH" Membership.
- 1.10 "Membership Period" means 25 years commencing from the date of expiry of the Waiting Period as mentioned in Clause (2) below.
- 1.11 "Studio/1 Bed Room/2 Bed Room Apartment" means furnished Apartment.
- 1.12 "Season classification" means the division of the entire calendar year into 4 different season known as "Yellow", "Red", "White and "Blue".
- 1.13 Home Resort means any Orion Resort in which specific Holidays week is allotted to the Member for the Membership period.
2. Waiting Period: The Member is entitled to enjoy OCH only after certain period (Waiting Period) specified by OHRL from time to time. The Waiting Period differs depending on the Payment Plan opted for by the Member. At present, the Waiting Period of different Payment Plans are as follows:

a) Waiting period for Yellow plan are as follows:

- | | | | |
|------|-----------------------------|---|--|
| i) | Full Payment | - | Immediately after Rescission Period or on realization of full payment by OHRL, whichever is late |
| ii) | 6 monthly installment plan | - | on realisation of 2nd monthly installment |
| iii) | 12 monthly installment plan | - | on realisation of 3rd monthly installment |
| iv) | 18 monthly installment plan | - | on realisation of 4th monthly installment |
| v) | 24 monthly installment plan | - | on realisation of 6th monthly installment |

b) Waiting period for Purple plan

- i) 12/18/24 monthly installment plan-immediately after rescission period or on realization of 50% Down Payment by OHRL, whichever is later.
- 2.2 Enjoyment of "OCH".
3. Number of occupants: The maximum number of occupants allowed is as follows:-

2 Bed Room Apartment -	6 Adults
1 Bed Room Apartment -	4 Adults
Studio Apartment -	2 or 3 Adults as applicable

Children of 12 years and above shall be considered as adult and 2 children below the age of 12 shall be considered as one adult.
- 3.1 The Member is entitled to enjoy the allotted "Holiday Week" every year within the specified Apartment in Orion Home Resort during the Membership Period and can be exchanged with any holiday week within the allotted season in the specified Apartment in any of the Orion Resorts or Orion Associate Resorts subject to availability.
- 3.2 a) The Member can avail holiday by giving request for reservation in the prescribed format provided by OHRL. The Reservation shall be done on a first-come-first-served basis and subject to availability only. Request for reservation can be done 90 days to 1 day before the commencement of the Holiday requested for by the Member. The Member, out of his/her/its Entitlement of Holiday Week in a year, can avail holiday only twice in a year out of which holiday in the weekend can be availed only once.
- b) Confirmation Voucher: On confirmation of the availability of the Holiday period requested for by the Member. OHRL shall issue Confirmation Voucher specifying the Check-in and Check-out time (which may vary from time to time and Resort to the member for enjoyment of the Holiday. The Member shall abide by the terms and conditions mentioned in the confirmation Voucher.
- 3.3 Cancellation of confirmed Holidays: In case the member wishes to cancel the allotted holiday after issuance of the Confirmation Voucher, he/she/it may do so by ensuring that OHRL received at least 15 clear days notice in writing prior to the commencement of the Holiday allotted. In such case, the number of days confirmed shall be re-credited to the members. Irrespective of when the request for reservation is made, In case a request for cancellation received less than 15 days, the following norms shall apply.

<u>Timing for cancellation</u>	<u>No. of days debited</u>
Less than 15 days up to 8 days notice	- 1 day for each days delay
Less than 8 days notice	- The entire days confirmed in the Confirmation Voucher.

In case the member does not avail the Week or portion thereof after obtaining the confirmation voucher, the entire days confirmed in the Confirmation Voucher shall laps. These norm shall be changed by OHRL from time to time.
4. Payments
- 4(a) Cost of Membership: The cost of Membership shall be paid by the Member as per the price structure and the Schedule of payments by OHRL from time to time. 4(b) Users Fees (UF)
- i) The Member shall pay Users Fees (UF) fixed by OHRL from time to time for the maintenance and upkeep of the Orion Resorts/Orion associate Resorts and for providing utilities. The UF shall vary from time to time and shall be fixed by OHRL based on cost of various material, Kerns, utilities, Manpower, etc. required for maintenance and provision utilities.
- ii) In case the Member advances his/her/its entire and/or part of the entitlement under the Advancing Facility. The UF for the period in which Member advances his/her/its entitlement is payable by the Member at the time of confirmation of holidays by OHRL.
- iii) The UF is not payable if the Member does not avail his/her/its Holiday during a particular year.
- iv) UF is not refundable on any account whatsoever.
- v) Non -payment of UF would amount to breach of the terms governing the allotment of OCH membership.
- vi) In the event of non-payment of UF within the stipulated period, the member will be disentitled to avail OCH holidays.
- vii) Taxes and levies: The 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 arising out of purchase and/or use of OCH Membership excepting the Property/Municipal Taxes. Non-payment taxes and levies will make the member disentitled to enjoy Holidays.
- 4.1 Default in payment of installments:
- a) In case of default in payment of any installment, OHRL shall have the right to cancel the Membership without any notice whatsoever.
- b) Without prejudice to the right of cancellation, OHRL reserves the right to collect the delayed payments from the Member together with interest @ 24% per annum for the period of delay.
- 4.2 Appropriation of payments
- In case of part payment made by the Members towards any outstanding, such payment shall first be appropriated towards earlier dues/outstanding.
5. Facilities
- 5.1 Exchange facilities: The Member is entitled to have exchange facilities.
- a) The Member is entitled to exchange his/her/its entitlement and enjoy Holiday in a lower season and/or in a different Apartment (in the same season or lower season) as per the Holiday Points Table mentioned below.
- c) The Member is entitled to exchange his/her/its entitlement and enjoy Holiday in the immediate next higher session in the same or different Apartment. The Member is entitled to an equivalent number of days of Holiday in the immediate next higher season in the same or different Apartment depending upon number of days to his/her/its credit converted as per Holiday Points Table mentioned below. The reservation for this facility can be availed only from 15 days prior to the commencement of holiday requested to and subject to payment of applicable charges prescribed by OHRL from time to time.

The value of each day in a particular season, in a particular Apartment in Orion Resorts/Orion Associate Resorts is equated to points. These points will be entered into 'HOLIDAY POINTS CHART' and will be circulated to the members once in a year.

HOLIDAY POINTS TABLE (sample)

SEASON	2 BED ROOM APARTMENT	1 BED ROOM APARTMENT	STUDIO APARTMENT
Yellow	200	100	60
Red	150	60	35
White	110	40	15
Blue	80	25	5

On confirmation of the required Holiday, equivalent number of points will be debited.

5.2 Split facility: The Member can split the Week allotted into two different portion of days and enjoy the same subject to the terms and conditions specified in Clause (3.2) above.

5.3 Accumulation facility: The unutilised Holiday week in any year can be credited towards the next year subject to the following terms and conditions & terms and conditions mentioned in Clause 3.2 above.

i) The maximum number of days to the credit of the Member at any point of time shall not exceed 14 (fourteen) including the current year's entitlement

ii) Any days in excess of 14 (fourteen) at any point of time shall lapse.

iii) For the purpose of determining the lapsed Week/days first accumulated shall be taken into account (e.g In case member accumulates the week/days of 2003 & 2004 to the year 2005 & no. of days to the credit of Member exceeds 14 days in the year 2005; the week/days of 2003 shall lapse first).

5.4 Advancing facility: In any year, the Member can advance entitlement of his/her/its next year and avail the same in the current year subject to the terms and conditions mentioned in Clause 3.2 and 4.3 above. The facility is available to the Member only 1 year after the expiry of the Waiting period.

5.5 Confirmation of Holiday under Facilities : The Holiday requested for by the Member under the Exchange facilities, Split facility, Accumulation facility and Advancing facility has to be confirmed by issue of Confirmation Voucher by OHRL. All request for Holiday are subject to availability.

6. Rescission Period/Cancellation after the rescission period

6.1 Rescission Period : The Member is entitled to withdraw his/her/its application for purchase of OCH Membership for whatsoever reason within 10 days from the date of application, provided such request for withdrawal is made in writing and signed (by both the Members in case of Joint Membership). The request for withdrawal of application for OCH Membership should reach OHRL within 10 days from the date of application. In the event of such withdrawal, OHRL shall refund the entire amount paid by the Member towards Cost of membership within 30 days from the date of receipt of request for withdrawal.

6.2 Cancellation after the Rescission Period:

The Member is entitled to cancel his/her/its OCH Membership after the Rescission Period only up to 3 months from the date of application, provided such cancellation request is made in writing and signed (by both the Members in case of Joint membership). In the event of such cancellation, the following amount shall be deducted:

a) Cancellation charges at 25% the cost of Membership.

b) Cost of holidays availed (including cost of holidays provided under Special offer if any) to be calculated on the basis of applicable tariffs for FIT customers.

c) Cost of other Benefits given for purchase of membership, if any.

d) Amount if any paid by OHRL on behalf of the Member to any person or body incorporated or not for any purpose whatsoever.

e) In the case of installment members, an additional amount equivalent to interest portion of the installments paid together with the interest paid/payable for the delayed payments, if any.

f) OHRL shall refund the balance amount, if any, to the Member after deducting the amounts specified above. However, the Member shall have to return to OHRL the OCH membership documents and membership card in order to avail the refund. OHRL shall refund the balance if any to the member within 90 days from the date of receipt of OCH membership document and Membership Card.

6.3 The Member is entitled to withdraw the application for Membership or cancel the Membership only as per Clause 6.1 and 6.2 and request for cancellation otherwise shall not be entertained by OHRL under any circumstances whatsoever.

7. Transfer of Membership, etc.

7.1 The member is entitled to transfer his/her/its Membership (without splitting or bifurcating the Membership) to any person provided the Member has paid the Cost of Membership in full and there are no dues payable by the Member. OHRL may accept transfer of Membership before the completion of payments at its sole discretion, subject to such terms and conditions as OHRL may prescribe from time to time. Any such transferee will be registered as Member only when he/she/it surrenders the Original OCH Membership Document and Membership Card in addition to the above, the transferee shall also produce the document of transfer duly executed by the previous Member & such other documents prescribed by OHRL and pays such fees as prescribed by OHRL from time to time towards transfer charges for effecting transfer of Membership. Any such transferee shall be entitled to enjoy the Week only during the unexpired period of the Membership Period subject to the terms and conditions contained herein and only after a fresh OCH Membership Document is issued.

7.2 The member is entitled to bequeath his/her/its/ Membership (without splitting or bifurcating the Membership) to any person. No transfer charges is payable to OHRL in this regard. However, such legatee will be registered as Member only when he/she/it surrenders the original OCH Membership Certificate and Membership Card and pays such fees as prescribed by OHRL from time to time towards transfer charges for effecting transfer of Membership. In addition to the above the Legatee shall produce such documents as may be required by OHRL for effecting transfer of membership. Any such Legatee shall be entitled to enjoy the week only during the unexpired period of its Membership subject to the terms and conditions contained herein only after a fresh OCH Membership is issued.

7.3 In the event of Member dying intestate, in case of either or survivor option, the Membership shall be transferred to the survivor. A fresh OCH Certificate shall be issued to the survivor only on surrendering the original OCH Documents. Membership Card and on production of death certificate of the deceased Member and on payment of such fees as prescribed by OHRL from time to time towards transfer charges for effecting transfer of Membership In Case of Joint Membership, the membership will be transferred to the respective legal heirs after the lifetime of the Member on production of death, legal heirship certificate and other documents as may be required by OHRL. Such legal heirs shall be entitled to the membership together with the other applicant/legal heirs only during the unexpired period of the Membership Period and on obtaining a fresh OCH Certificate.

8. OHRL's Obligations

8.1 In case OHRL does not provide holiday after issuance of confirmation voucher in the allotted Orion Resort/Orion Associate Resort, OHRL shall provide alternate accommodation and in the event of default in providing alternate accommodation, OHRL shall pay liquidated damages equivalent to 100% of the rent/tariff may be charged by OHRL to other person for staying in the allotted Apartment in the allotted destination during the period for which the Continuation Voucher is issued.

8.2 The liquidated damages shall be paid by OHRL to the Member within 30 days of such default.

8.3 Notwithstanding anything stated herein above, OHRL shall not incur any liability to the Member if it is not in a position to fulfill its obligations by reason of any war, civil commotion, force majeure, act of god or any other notification from any Court of Law or Government.

9. Gifting/Renting

9.1 Gifting/Renting-The Member can gift/rent his/her/its week/days to friends/others. The facility is subject to payments of guest fees/charges and such terms and conditions as may be imposed by OHRL from time to time. The Members, immediate family members, i.e. spouse, parents, children (up to 18 years of age) are excluded from the payment of guest fees/charges. OHRL does not undertake to rent out the Week or portion thereof on behalf of the Member

- 10 **General**
- 10.1 OHRL reserves the right to modify/amend/alter the terms and conditions and/or impose additional conditions at its sole discretion in respect of Reservation Procedure, Facilities (Exchange, Split, Accumulation and A UF, Transfer of Membership and Gifting/Renting.
- 10.2 The member is not entitled to avail holidays in case of any outstanding to be paid by the Member as on the date of request for holidays.
- 10.3 The OCH Membership Documents shall be sent by OHRL to the Member within 45 days from the end of rescission period and on realisation of the initial/full payments as the case may be. Any request (not pursuant to Transfer of Membership etc mentioned in Clause (8) above) by the Member which results in the issuance of fresh OCH Membership Certificate shall be effected by OHRL upon payment of such charges towards administrative expenses as may be fixed by OHRL from time to time.
- 10.4 The season classification will vary from one Orion Resort/Orion Associate Resort to another. OHRL also reserves the right to change the season classification as may be required taking into account trends related Holidaying habits and other aspects connected with the seasons in any particular destination.
- 10.5 The Orion Associate Resorts are the Resort taken on lease/tie up/arrangement with third parties and therefore the specification and the facilities available in the said Resorts will differ from Resort to Resort. The O Associate Resorts may not be available for the entire duration of the Membership Period. Information regarding availability of Orion Associate Resorts, specification, facilities and other details in respect of Orion As Resorts availed will be sent to the members periodically by OHRL.
- 10.6 All correspondence from OHRL shall be addressed to the first named applicant only. However, both the applicants can give instructions or can request for Holiday separately or jointly. In case of inconsistency in or request for Holiday OHRL shall act only upon the instructions/request of the first applicant. Further, requests for cancellation shall be in writing and signed (by both Members in case of joint Memberships).
- 10.7 The Member shall promptly inform the Change of Address to OHRL. In case the Member shifts out of India, then he/she/it shall pay such amount as may be fixed by OHRL from time to time towards increase in administrative expenses that may be incurred by OHRL.
- 10.8 OHRL is entitled to collect such bank charges levied by bankers concerned for return of cheques issued by the Member.
- 10.9 OHRL may, at its discretion, permit the Member to upgrade his/her/its Membership into a larger apartment and/or higher season subject to availability, payment of additional costs and such other terms and conditions prescribed by OHRL from time to time.
- 10.10 OHRL is proposing to promote/develop various other types of Resorts in addition to Orion Resorts/Orion Associate Resorts and other Holiday product in the same. The features, benefits and value of such Holiday including the Week and Points system will be different. Therefore, the member is entitled to enjoy Holiday only in Orion Resorts/Orion Associate resorts.
- 10.11 The Member shall be liable for all the loss, damage, etc. incurred/sustained by OHRL, due to the commission/omission of the Member/authorised persons of the Member. The Member shall make good the loss, etc. immediately on demand from OHRL. Until the loss/damage is made good to OHRL, the Member will not be entitled to enjoy the Holiday.
- 10.12 OHRL reserves the right to convert the Week/days into points 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 location different periods and in different Apartments as and when OHRL deems fit and proper.
- 10.13 OHRL reserves the right to affiliate with any Holiday Exchange Company for providing domestic and international exchanges. In such event, the member will be entitled to benefits subject to the applicable terms and conditions and on payment of prescribed fee.
- 10.14 In all classes where OHRL provides alternate accommodation or pays liquidated damages, the same shall be in lieu of the number of days confirmed by OHRL/requested by the Member.
- 10.15 OHRL reserves the right to change the location of the Orion Resort/Orion Associate Resort within the destination offered.
- 10.16 In case of confirmation of Holidays more than 3 times in year, OHRL reserves the right to levy a charge towards administrative expenses for every such Holiday Confirmation.
- 10.17 The Member shall comply with all the house rules of the Orion Resort/Orion Associate resort while enjoying the Holidays.
- 10.18 All requests for Holiday in Orion resort/Orion Associate Resort shall be subject to availability only.
- 10.19 The Membership Card issued/to be issued or any other benefits is subject to such terms and conditions as may be prescribed by OHRL from time to time. Add on card will be issued to the joint Member (2nd applicant on payment of such fee as prescribed by OHRL from time to time. The Member/joint Member shall also pay prescribed fee for renewal of membership/add on card.
- 11 **Arbitration and Jurisdiction**
- 11.1 All disputes, differences or questions arising out of the transaction shall be settled as per provisions of arbitration and conciliation Act, 1996 and venue of such arbitration shall be Cochin City only. The language shall be English only.
- 11.2 In respect of all matters pertaining to this transaction only the Civil Courts in Cochin City shall have jurisdiction to the exclusion of all other Courts.

Orion Holiday Resorts Limited
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