

COUNTRY CLUB REGULATIONS

WHEREAS

- A. Chelmsford Club Ltd. was the absolute owner of land admeasuring about 60 acres situated in Village Gadaipur, Halqa Sultanpur, Tehsil Mehrauli, Delhi.
- B. The land was acquired by the Club by allotment by the Assistant Settlement Commissioner (Rural)/Govt. of India and by purchase of lands from different persons. Subsequently, some parcels of lands were exchanged with different persons and part of it was surrendered.
- C. The land was acquired for the purposes of establishing a "Country Club" as an integral part of the parent organization, i.e., the Club.
- D. It was decided by the Club by Resolution adopted at General Meeting/Managing Committee of the Club held on 16.08.1973 to set apart 30 acres out of the aforesaid the land held by the Club for developing the same into 30 Agro Farms and the permitted Agro farm houses each having an area of one acre on an essential component part of the Country Club and it was further decided by the Club to offer these farms as aforesaid to the members of the Club on lease.
- E. The Club had prepared and drawn out a lay out plan of the proposed farms for which lay out plan was exhibited for inspection and examination of the members of the Club and was examined and inspected by the members of the Club.
- F. Applications were invited from the members of the Club for the allotment of the Farms. The allotment of the 28 such Farms as specified in the lay out plan was determined by a draw of lots held on 08.02.1974 in the presence of the members. Subsequently, a separate Perpetual Lease Deed was executed with each of the successful allottees.

- G. Over the years the consolidation of the land was effected. The entire Estate is well protected and managed by the Estate Management team headed by the Club appointed Estate Manager and security staff.
- H. The Club through its Managing Committee has from time to time been dealing with various aspects relating to the Farm(s)/Estate including maintenance, security, development, transfer, etc., pursuant to the terms of the Perpetual Lease Deed and otherwise.
- I. The Perpetual Lease Deed obligates each lessee to comply with the terms of the Perpetual Lease Deed, including, *inter alia*, to abide by the rules and regulations as may be framed by the Club from time to time.
- J. For the purposes of clarity, transparency and certainty, these Regulations are being made to codify/consolidate various aspects relating to the Farms/Estate including ownership, management and transfer thereof. All existing decisions of the Club with respect to the Farm(s)/Country Club/Estate shall continue to be valid and binding except as otherwise herein provided and as may be amended from time to time.
- 1. Short Title and Commencement:**
- i. These Regulations shall be called the “**Country Club Regulations**”.
- ii. These Regulations shall become effective from the date stipulated by the Club.*
- iii. All words and expressions used in these Regulations but not defined shall have the meaning assigned to them in the Articles of Association of the Club or the Perpetual Lease Deed.

* As per MC decision on 24.12.2022, to be decided by New MC

- iv. The provisions of the Perpetual Lease Deed and Articles of Association of the Club shall prevail over these Regulations or with respect to any matter not covered by these Regulations.
- v. The decision of the Club of any question relating to the interpretation of these Regulations shall be final and binding.

2. **Definitions:**

In these Regulations, unless the context otherwise requires,

- i. **“Applicable Law(s)”** shall mean and include any statute, tax, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval, master plan or zonal development plan of any Government or Governmental Authority, directive, guideline, policy clearance, requirement or government restriction or any similar term of decision of or determination by, or any interpretation or administration / having the force of law of any of the foregoing by any Government or Government Authority having jurisdiction over the matter in question at any point of time.
- ii. **“Club”** shall mean “Chelmsford Club Ltd.” acting through its Managing Committee or General Body or any person authorised by the Managing Committee/General Body, as the case may be.
- iii. **“Country Club”** shall mean the Estate/complex of Farm Houses owned by the Club in in Village Gadaipur, Halqa Sultanpur, Tehsil Mehrauli, Delhi.
- iv. **“Eligible Member”** shall mean a person who has been a Permanent Member of the Club for at least five years on the date Transfer is sought in his favour and has no outstanding dues on the relevant date, which conditions of eligibility may be amended by the Club from time to time.

- v. **“Estate”** shall mean and include the Country Club and specifically all the land owned by the Club in Village Gadaipur, Halqa Sultanpur, Tehsil Mehrauli, Delhi including all the Farms, common areas and unallotted land.
- vi. **“Farm”** shall mean the farm of one acre or such other area as allotted/let out to a particular Member pursuant to the Perpetual Lease Deed and **“Farms”** shall mean all Farms so allotted and otherwise in the ownership the Club.
- vii. **“Lessee”** shall mean a Member allotted and holding a Farm on leasehold basis pursuant to the Perpetual Lease Deed and shall include an Eligible Member who acquires the rights to such Farm on Transfer.
- viii. **“Licensee”** shall mean any person who has been given any area other than a Farm on leave and license basis by the Club.
- ix. **“Member”** shall mean a Permanent Member of the Club.
- x. **“Perpetual Lease Deed”** shall mean the perpetual lease deed executed between the Club and a Member with respect to a Farm allotted as per allotment made on 08.02.1974, or subsequently, and as shall have been transferred, as the case may be.
- xi. **“Rent”** shall mean the rent payable in respect of a Farm pursuant to the provisions of the Perpetual Lease Deed and these Regulations.
- xii. **“Transfer”** shall mean a transfer of the leasehold rights in a Farm pursuant to, and as duly approved by the Club, the Perpetual Lease Deed and these Regulations, and shall include any transfer approved by the Club as on the date of the commencement of these Regulations but in which case the charges shall be paid as per these Regulations.

3. Lease

- 3.1 Every Lessee shall hold rights and be entitled to only those rights as are conferred by the Perpetual Lease Deed and subject to these Regulations.
- 3.2 A Lessee shall be entitled to enjoy the rights conferred by the Perpetual Lease Deed subject to Lessee complying with and abiding by all the terms of the Perpetual Lease Deed and these Regulations, including specifically the payment of the Rent and other charges.
- 3.3 Lessee shall at all times be bound by and comply with Applicable Laws as in existence from time to time.
- 3.4 The Club may in its sole discretion and from time to time allot and let out further Farms in the Estate/Country Club on such terms and conditions as may be determined by the General Body of the Club by a Special Resolution including payment of such charges as may be determined in this respect.
- 3.5 The Club may give on leave and license basis any area other than a Farm in the Estate/Country Club on such terms and conditions as may be laid down by the General Body of the Club by a Special Resolution including payment of such charges as may be determined by the Club in this respect.

4. Construction, Development and Maintenance

- 4.1 Lessee shall at all times erect any structure or building of any nature whatsoever on the Farm allotted to him only in accordance with Applicable Laws and shall not carry out any construction of any nature whatsoever without the prior permission/approval of the relevant authorities, and such construction shall further be at all times subject to the final scrutiny and approval of the Club.

- 4.2 Lessee shall, prior to carrying out, furnish to the Club all information relating to any construction of whatsoever nature on the Farm along with copies of all approvals/permissions etc. from the relevant authorities.
- 4.3 Lessee shall strictly use the Farm and any building or structure thereon as a Farm as contemplated by the Club being a part and parcel of the Country Club.
- 4.4 Lessee shall maintain the Farm and any building and structure erected thereon in a sanitary condition to the satisfaction of the Club.
- 4.5 Lessee further agrees and undertakes that the Farm shall not be rented out to any other person except a Member but subject to prior written permission of the Club.
- 4.6 Lessee shall not divide or sub-divide the Farm which shall at all times remain one unit having the area leased out, i.e., one acre.
- 4.7 Lessee shall not occupy or encroach upon in any manner whatsoever any area of the Farms/Estate which is not a part of his Farm/the area leased out to him.
- 4.8 Lessee shall be solely responsible for any misuse, breach or infringement of any Applicable Law.
- 4.9 Lessee shall manage the Farm in accordance with and strictly comply with the rules and regulations made by the Club from time to time including these Regulations.
- 4.10 Lessee will at all reasonable time grant access to the duly authorised representatives of the Club to enter upon the Farm including to inspect, take photos/make video recordings, notes, documents, or otherwise, as may be required.

- 4.11 All decisions with respect to the Country Club/Farms/Estate including relating to ownership, management, protection, maintenance, development, administration, transfer/disposal shall be taken by the Club through its Managing Committee or the General Body as the case may be, and the same shall be final and binding on all Lessees.

5. Payment of Rent and other charges

- 5.1 Lessee shall pay such Rent as is decided by the Club in accordance with the Perpetual Lease Deed. At present the Rent is Rs. _____ (Rupees _____.)*
- 5.2 Lessee shall be solely liable for and shall promptly pay land revenue, municipal or other taxes or charges as demanded by any competent authority. Further, Lessee shall at all times pay and discharge all rates, taxes, charges and assessment of every description, including for water and electricity, which are now or may at any time hereafter during the continuation of the Lease are or as may at any time be imposed upon the said Farm or on any building or structure erected thereon.
- 5.3 Lessee shall at all times pay the maintenance, security, management, development and other charges in respect of the Farm(s)/Estate, as may be determined by the Club from time to time.
- 5.4 Lessee shall at all times pay the amounts in respect of the Farm/Estate as may be determined by the Club from time to time including pursuant to the Perpetual Lease Deed and these Regulations and observe and perform all covenants and conditions contained in the Perpetual Lease Deed and hereunder.

* As per MC decision on 24.12.2022, to be decided by New MC

6. Indemnification

Lessee shall at all times indemnify the Club, keep the Club indemnified, defend and hold harmless the Club, its directors, officials, employees, representatives and agents from and against any and all, direct or indirect costs, claims, demands, penalties, losses, damages, expenses (including reasonable legal fees) or liabilities of any nature whatsoever, arising from or relating to or connected with any act or omission by Lessee, or any person claiming through or under him, to perform the covenants and obligations of Lessee under the Perpetual Lease Deed including specifically in the event of breach by Lessee of any term or condition of the Perpetual Lease Deed or of any Applicable Law of these Regulations.

7. Transfer

7.1.1 Lessee shall not transfer the leasehold rights in the Farm for a period of five years after the Farm has been fully developed in accordance with law. Thereafter, Lessee may transfer the Farm at any time only to an Eligible Member of the Club with the prior approval of the Club. The Club may for these purposes maintain a list of the Eligible Members desirous to acquire leasehold rights of such Farms in case of any Lessee applying for the aforesaid approval and the Club shall be entitled to decide the priorities in the matter.

7.1.2 Lessee shall submit all documents, comply with all formalities and pay all such charges for any such Transfer as may be determined by the Club from time to time.

7.1.3 Lessee shall for any such transfer pay the transfer fee/charges as may be determined by the Club from time to time. For the present, the Transfer Fee is determined by the Club at Rs.20,00,000/- (Rupees Twenty Lakh only) plus GST/taxes as applicable.

- 7.1.4 Lessee shall in the event of any such intended transfer of his Farm, disclose to the Club the consideration therefor including in respect of the construction thereon including by submitting a copy of the Agreement to Sell.
- 7.1.5 No transfer shall be valid nor binding on the Club unless such transfer has the prior written approval of the Club.
- 7.2 Lessee may apply to the Club for the surrender the Farm/his leasehold rights therein even before the period of five years stipulated herein. In such an event the Club may in its discretion pay to him such amount as compensation as it may consider proper taking into consideration the price that any other Member may be prepared to offer for the allotment of such Farm to him. The decision of the Club with respect to any such compensation shall be final and binding on Lessee.
- 7.3 In the event of the death of any Member, the Farm leased to him shall be recorded in the name of his lawful heir/legal representative/successor, provided such an heir/legal representative/successor is a Member.
- 7.4.1 As per the terms of the Perpetual Lease Deed, it is agreed that the Farm shall always be only held by a Member whether the same devolves upon any person by succession or otherwise.
- 7.4.2 As per the terms of the Perpetual Lease Deed, where by way succession the Farm devolves upon a person who is not a Member, the admission to membership of such person shall be subject to the consent and approval of the Club in accordance with the rules and regulations including Articles of Association of the Club and such person shall not be entitled to the membership as of a right including merely being an heir legal representative/successor of the deceased Lessee.

7.4.3 In the event for any reason whatsoever if a Farm cannot devolve upon a Member or where the lawful heir/legal representative/successor of a deceased Lessee cannot for any reason be admitted as Member of the Club, the Farm in question shall revert to the Club. In such an event the Club shall pay compensation to the Lessee at the rate as may be determined by the Valuers appointed by the Club. In such an event no heir, legal representative, executor etc. shall have any right of succession or inheritance to the Farm directly or indirectly.

7.5.1 Upon approval of a Transfer as the case may be, by the Club, the Lessee/transferor and the transferee shall execute with the Club a tripartite agreement/Deed for Assignment (containing the consent of the Club for the Transfer of the allotted leasehold rights). Further, an Indemnity Bond shall be executed by the Lessee/transferor and the transferee. Upon completion of all such formalities for the Transfer including payment of all charges/fee, a Perpetual Lease Deed will be executed by the Club in favour of the transferee whereupon the earlier Perpetual Lease Deed in respect of the said Farm shall stand cancelled and become void. The cost of requisite stamp and registration shall be borne by the Lessee/transferor or the transferee as may be agreed upon between them.

7.5.2 Upon approval of transmission of the leasehold rights upon the death of a Lessee to the his heir or legal representative who is a Member, the Farm/Perpetual Lease Deed relating to the same shall be mutated in favour of such heir or legal representative on completion of such formalities as may be determined by Club from time to time including payment of charges and fees and execution of documents. The fees in this respect at present is determined at Rs. _____ (Rupees _____ only.)*

* As per MC decision on 24.12.2022, to be decided by New MC

8. **Termination**

8.1 Without prejudice to any other right or remedy which the Club may have, as provided herein or pursuant to the Perpetual Lease Deed or otherwise, the Perpetual Lease Deed shall stand terminated in the event of:

- i. any misuse of the Farm or any part thereof; or
- ii. any violation or breach or infringement of any Applicable Law; or
- iii. any violation or breach of any term of the Perpetual Lease Deed or these Regulations; or
- iv. any encroachment or occupation by Lessee or any person claiming through or under him in any manner whatsoever of any area of the Farms/Country Club/Estate which is not a part of his Farm/the area leased out to him.

8.2 The Perpetual Lease Deed shall stand automatically terminated in the event a Lessee ceases to be a Member.

8.3 Lessee shall at all times be solely liable for the consequences of termination and any decision of the Club in this respect shall be final and binding on Lessee.

8.4.1 Upon termination of the Perpetual Lease Deed, the Farm shall revert to the Club.

8.4.2 However, in such an event the Club shall pay compensation for the land to the Lessee at the rate as may be determined by the Valuers appointed by the Club after adjusting any losses caused to the Club and Lessee shall not be entitled to or claim any amount on any other account whatsoever.

8.5 The License granted to any person with respect to any area in the Estate/Country Club may be terminated on such terms and conditions as may be stipulated in the license deed.

9. Miscellaneous

- 9.1 In view of the law as existing, in the event of any dispute or difference arising out of or relating to or in connection with the Farm shall be referred to arbitration of a sole arbitrator to be appointed by mutual agreement between the Club and Lessee. The arbitration shall be held at New Delhi and the decision of the Tribunal shall be final and binding on the parties. The arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996, or its statutory re-enactment(s) as the case may be.
- 9.2 These Regulations may be amended from time to time as may be required.