

INFO KIT

GYMKHANA

CLUB LIMITED

A legacy to be inherited & gifted to generations

JOINT VENTURE/FRANCHISEE



GYMKHANA CLUB SERVICES

Opening 600 New Branches of Gymkhana Club in Different Cities of India

Gymkhana Club Limited

Annexure

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A Legacy To Be Inherited & Gifted To Generations



NOW OPEN A LUXURIOUS CLUB IN YOUR CITY

(Aapke Shahar Ka Naam)

GYMKHANA CLUB

INVITE BUSINESS PARTNERS FROM MAJOR CITIES FOR
Joint Venture / Franchisees

WITH THE TARGET TO OPEN 600 CLUBS IN VARIOUS CITIES EVEN WHERE POPULATION IS MERELY 5 LACS



Land Area 5 to 10 acres

Project Cost 50 Cr to 200 Cr

Loan 70%

- Guest Rooms
- Garden Restaurant
- Coffee Lounge & Bar
- Library
- Helipad
- Conference Hall
- Auditorium
- Open Air Theater
- Beauty Parlour
- Panchkarma
- Business Meeting
- Children Park
- Horse Riding
- Skating Rink
- Table Tennis
- Snooker
- Chess & Carrom
- Yoga Classes
- Steam & Sauna Bath
- Jacuzzi

Application Invited by:

GYMKHANA CLUB LIMITED

CERTIFICATE OF INCORPORATION



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 the Companies (Incorporation) Rules, 2014]

I hereby certify that GYMKHANA CLUB SERVICES 1866 LIMITED is incorporated on this Tenth day of October Two thousand sixteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U74999DL2016PLC307024.

Given under my hand at Manesar this Tenth day of October Two thousand sixteen .

DS MINISTRY OF
CORPORATE
AFFAIRS 01

Arya Jayant Pyarelal
Deputy Registrar of Companies

Central Registration Centre

For and on behalf of the Jurisdictional Registrar of Companies

Mailing Address as per record available in Registrar of Companies office:

GYMKHANA CLUB SERVICES 1866 LIMITED

P NO. 56, G/F PKT -7 SEC-23 B., DWARKA, NEW DELHI, West Delhi, Delhi,
India, 110077





Message by Chairman

Dear Friends,

Here, I would like to share our Pride as **Gymkhana Club Limited** which established to enhance the "Legacy of Gymkhana Club Limited globally, were started in 1866 during British Raj in India.

Since the **glorious journey of 150 years**, those times of imperial India and to continue such majesty, we are taking initiative for first and last time in the history of our club services to expand chain of luxury clubbing and hospitality worldwide.

GCS is working enthusiastically, to become **World Leader in club members exchange services** to create a land mark in the field of hospitality with coherent concept to facilitate our Gymkhana club members, to experience Lifestyles & Luxuries of different locations all over world with their only membership taken from anywhere in the world.

According to one survey 66 Gymkhana Clubs are established in India but after independence nobody worked to improvise this sector. We have observed that club culture has become a major need of society and they want high grade luxury clubbing with modern facilities like us. So we need at least 1000 branches of Gymkhana Clubs in India. Around 80 Lac peoples from elite and intellectual class including N.R.I.'s wish/ can take membership of Gymkhana Club at any cost, if they get this opportunity.

The Legacy of Gymkhana club is to be inherited and gifted to new generations. We have started to open most awaited Gymkhana Clubs in 600 different cities of India, due to this initiative, 12 Lac new memberships will open across the India.

I believe, this initiative will become landmark in infrastructure development of India and also will be helpful to projections of our **Hon'ble Prime-minister Sh. Narendra Modi's** "Make in India", "Swach Bharat Abhiyan", "Sabka Sath Sabka Vikas" etc.

In this regards, **we would like to offer you to become our Franchisee or to start Joint Venture to open Branch of Gymkhana Club in your city with your city name.** New Gymkhana Club can be planned in a city, where population is merely 5 Lac and minimum 5 acre to 10 acre land is required for establishment. if required we could provide up to 70% loan facility for construction, from reputed financial institutions on reasonable interest rates.

We look forward, to building a strong business relationship in future.

Please do not hesitate to mail us or visit our office for your queries about our **Proposal to open "Gymkhana Club" (Franchisee/ Joint Venture) in your city.**

Best Regards

For, **Gymkhana Club Limited**
Dr. Bijendra Agarwal
Chairman

DR MURLI MANOHAR JOSHI
Member of Parliament (Lok Sabha)
CHAIRMAN
Estimates Committee



52-B, Parliament House
New Delhi-110 001
Tel. 23034701, 23017464

MESSAGE

I am pleased to know that to enhance the Legacy of Gymkhana Club Services, which began operations in 1866, Club is now celebrating its 150th anniversary on January 15th of 2017 at Hotel Ashoka, New Delhi. I am impressed that in the event those Gymkhana Clubs are also being invited and honoured, who have contributed towards social harmony. This function is a prestigious celebration, which will inform the society about the hundred-fifty years old tradition of the Services.

I am sanguine that the manner in which you have undertaken the task of developing 600 clubs in different cities from all over India and invited with an investment of 50 crore to 200 crore on 5 to 10 acres of land for each club establishment, will also be supporting in our Prime Minister Shri Narendra Modi's Bharat Uday Abhiyan. This endeavour will not only generate employment but also the opportunity of investments, which will provide an impetus to Indian economy and its growth. India has progressed in every field but Gymkhana Club Services have lagged behind.

I congratulate Shri Bijendra Agarwal (Chairman) Gymkhana Club Services (1866) Ltd. for his struggle for such a long time and has made this uphill task a reality by offering over 12 lac memberships of Gymkhana Clubs in a country where even getting single membership has been next to impossible.

I greatly commend this and wish him all the success in this venture.


(Murli Manohar Joshi)

New Delhi;
October 31, 2016



Dear Investor,

Subject: Proposal to open “Gymkhana Club” in your City with City name.

Here, we would like to share our Pride as Gymkhana Club Limited which established to enhance the “Legacy of Gymkhana Club Services” globally.

In this regards, we would like to offer you to become our Associate/ Franchisee or to start joint venture, to open new branch of Gymkhana Club in your city with your city name. We can ensure you that this is a most profitable project ever and will secure your investment for your next generation too.

Gymkhana Club Services were started in 1866. Since the long journey of those times of imperial India and to continue such majesty, we are taking initiative for first and last time in the glorious 150 years history of our club services by introducing our expansion plan.

“The Legacy of Gymkhana Club is to be inherited and gifted to generations”

So we are working enthusiastically and have started to open new branches of most awaited Gymkhana Clubs in 600 different cities of India.

Basic Requirements to open new branch of Gymkhana Club:

- ✦ City where population is merely 5 Lac is eligible to open new gymkhana club.
- ✦ Minimum 5 acre to 10 acre clear land is required for establishment.
- ✦ Capacity to invest 2 to 6 Cr. initially.
- ✦ Project Cost is 50 Cr. To 200 Cr. depends on the city and 70% Loan facility available, if required.
- ✦ If you have an experience of running any institution of education sector or hospitality would be prefer most for this venture.

Please do not hesitate to call, mail or visit us for your queries and details of venture.

We look forward, to building a strong business relationship in future.

Best Regards.

GYMKHANA CLUB LIMITED



Expanding Operations *across india*

With a plan to open 600 clubs in cities across India in mind, Gymkhana Club Services is inviting business partners to set up Gymkhana Clubs in different cities. The company is inviting partners for joint venture or franchisees to set up a city Gymkhana Club in cities where the population is 5 Lakh.

Land Area Required	5-10 Acre
Total Project Cost	INR 50-200 Crore
Initial Investment	INR 2-6 Crore
Franchise Fee*	INR 1-5 Crore
Average ROI	100%
Loan Extended	up to 70%[#]

* Would vary as per location

From reputed financial institution at reasonable interest rates, if required



About Us:

Gymkhana Club Limited is established to enhance the “**Legacy of Gymkhana club services**” started in 1866 for recreation and privilege of the British Rulers and the royalty during the British Raj. The Legacy of Gymkhana club is to be inherited and gifted to new generations, with this motive we have started to affiliate all Gymkhana clubs globally under one roof to facilitate members exchange services to all precious members of Gymkhana club from different Locations globally. **GCS** working enthusiastically to create a land mark in the field of club services and Hospitality with clear concept to provide the facility to club members to get experience of Lifestyles & Luxuries of different locations from all over the world with their only membership taken from anywhere in the world.

Aim:

Gymkhana Club Limited has an aim to be World Leader in club members exchange services, family clubbing with lifestyle in a stress free environment and to elite people with services as facilities in its own class of Gymkhana worldwide.

Mission:

Gymkhana Club Limited has a mission to affiliate **2600 clubs** in more than **28 countries worldwide** to bring all Gymkhana clubs under one umbrella. **GCS** desires to grow with their **Global Partners** to explore maximum possibilities to have more business and also for the facilitation of their members of Gymkhana club globally.

Vision:

Gymkhana Club Limited is taking first time an initiative to expand family of Gymkhana club globally to open more Gymkhana clubs to facilitate Luxury & Lifestyle to those, who strongly wants to be a member of club but waiting since long time, more than 50 years. We already started from India and shortlisted 600 Cities to open new Gymkhana Clubs, so we can serve better to our existing members and also to those who deserves to be a member.

STRATEGY

The Chairman of the Company will make seven neutral bodies for their dedicated roles and Responsibilities. Chairman will appoint CEO, COO, HOD, separately for every Board working under him as mentioned below:

- **Gymkhana Club Affiliation Board.**
- **Gymkhana Club Financial Service Board.**
- **Gymkhana Club Regulatory Board.**
- **Gymkhana Club Recruitment Board.**
- **Gymkhana Club Members Selection Board.**
- **Gymkhana Club Research & Development Board.**
- **Gymkhana Club Legal Advisory Board.**

Exposure:

History remarks the **Sesquicentennials Jubilee, 150 golden years of Gymkhana club services** holding their presence in the field of recreation and hospitality but still unexplored in terms of leveraging to potential. The numbers of elite people are still waiting over 50 years to be a member of Gymkhana club that shows still we are on “early phase” on the evolution curve. Affiliation with **GCS** exploring the big opportunity here could be promising for existing Gymkhana clubs looking for expansion and new entrants wanting to begin with first big step to establish themselves with the legacy of Gymkhana club globally.

Suggestion:

To all Existing Gymkhana Clubs, worldwide should get affiliated with **Gymkhana Club Limited** to become **Global Partner of Gymkhana Clubs**.

Benefits to get affiliated with GCS:

- ✓ The club will get recognition worldwide.
- ✓ The Existing club members will get privilege to use Gymkhana club services all over the world in spite of using limited club services.
- ✓ The Club will renowned for their specialities, to be appreciated for their facilities, unique services and class maintenance.

Offer:

Gymkhana Club Limited has a plan to open about 600 clubs indifferent deserving cities of India, accordingly we invite proposals for:

- a. **Joint Venture** for new/ existing Gymkhana clubs.
- b. **Franchisee** offer with the city name for Gymkhana Club, who can maintain the dignity of Gymkhana club and also the initial requirements of Land availability Between 5 acre to 10 acre, depends on locality and requirement of city.
- c. **Land owner** can get **Turn-key consultancy** from **GCS** for new Gymkhana club.
- d. **Investor's** wants to open Gymkhana club in their city can approach to **GCS** for Turn-key consultancy and Land, could be approached to District Development Authority or other concerned Authorities for land allotment.
- e. **GCS** is available for financial support from financial institutes for maintenance or renovation of existing clubs and also providing up to 70% of construction cost to establish new Gymkhana club.
- f. Existing club can be under taken by **GCS** for consultancy or to maintain/ recover their past dignity with Financial and marketing support.

Services:

1. By functioning as a **Gymkhana Club Limited** assumes an unbiased role facilitating the smooth functioning of the Gymkhana club worldwide.
2. Team up with all existing Gymkhana Clubs worldwide under one roof, for betterment and enhance Legacy of Gymkhana Clubs.
3. By helping uphold ethical standards we will provide consultancy to all existing Gymkhana Clubs for maintaining their own past & present dignity.
4. By setting up a channel for our Partners to widen the opportunities to further growth prospects.
5. To provide all support to existing Gymkhana clubs, who wants to be undertaken, Leased out, need financial support for maintenance or renovation, need of capable staff or any marketing support to increase their members pool.

TO EXPAND THE CHAIN OF GYMKHANA CLUBS WORLDWIDE

Turn-key Project Facility to open new Gymkhana Club at deserving location.

Offers for franchisee opening of gymkhana club by city name.

To **arrange land** from the authorities, if any locality deserves the facility of Gymkhana Club.

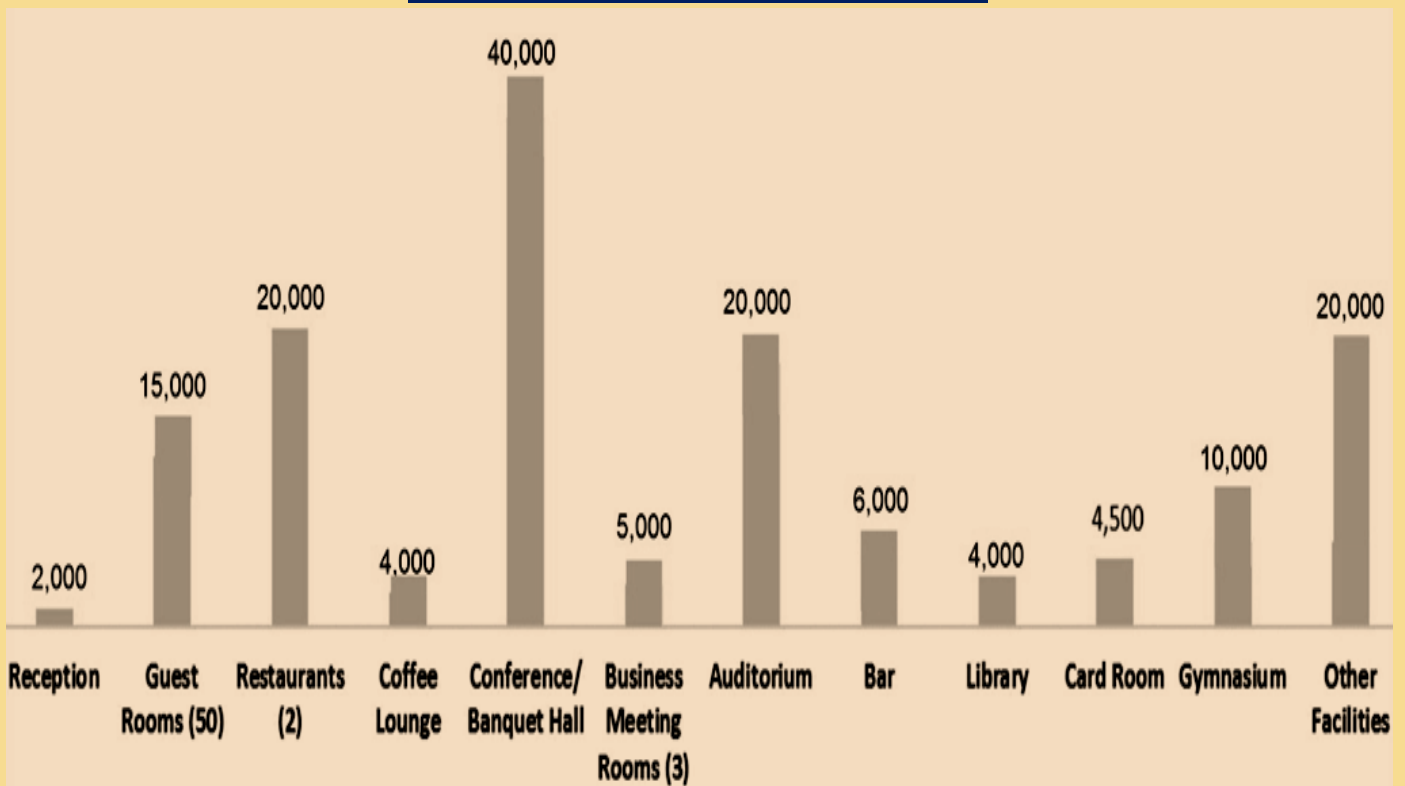
To avail **financial support** from reputed financial institutions as loan on very nominal rate of interest, if any partner of Gymkhana club need support.

To avail **skilled staff and marketing support** for new business generation.

Financial Facts

	Scenario 1	Scenario 2	Scenario 3				
COSTS (INR, Crore)	Land	20	20	20			
	Construction Cost	27	30	31			
	Misc. Assets	44.4	44.4	44.4			
	Cash Expenses	10	10	10			
	Total	101.4	104.4	105.4			
	<hr/>						
FINANCE (INR, Crore)	Capital	4.4	4.4	5.4			
	Subscription	97	100	100			
	Total	101.4	104.4	105.4			
<hr/>							
P&L (INR, Lac)	Year	I	II	III	IV	V	VI
		NA	227.7	314.22	391.72	391.72	499.14

Area Break-up Details



Total Area: 1, 50,000 Sq. Ft. (Approx.)

International Modern Facilities

Exclusively for Gymkhana Club Members

Guest Rooms

(as per city requirement 10 to 100 rooms)

Conference Hall

(100 to 2000 person's capacity)

Swimming Pools

(Children's, General, Hot water indoor)

Restaurants

(3 nos.)

Health Club

(Gymnasium/ Aerobics)

Beauty Parlour/ Saloon

(Unisex)

Auditorium

Helipad

Business Meeting Rooms

Herbal Park with walking Track

Banquet/ Party Hall

Naturopathy Centre

Coffee Lounge & Bar

Yoga & Meditation Centre

Garden restaurant

Panchakarma

Digital Library

Mini Shooting Range

Jacuzzi

Ground for Tournaments

Spa, Steam & Sauna Bath

Open DJ Dance Floor

Discotheque

Open Air Theatre

Card Room

Badminton

Snooker

Basket Ball

Bowling

Volleyball

Table Tennis

Lawn Tennis

Chess & Carom

Skating rink

Digital Gaming Zone

Rain Dancing

Children's Park

Horse riding for children's

Benefits to Partner from Joint Venture

1. This will amplify your **high prestige in the society** and local administration. This will benefit you by giving you opportunities to expose yourself to the elites.
2. You will be benefitted time to time **assuring you the refund of invested amount** and even after that day; still you will be **getting 50% share in Club always**.
3. You will also be a **partner of 50% in the Club property**, which will gradually come to an unexpectedly higher rate.
4. As soon as the club will get funds collected from membership, **Local partner will get his margin money back but his share will remain as same always in Joint Venture Company**. Partner's Margin money will be paid back after the club get operational.
5. The estimated establishment cost in the city would be approx. Rs. 50 - 200 Cr.
6. Though, you have numerous earning options, membership fees can be the biggest opportunity. Prevailing clubs have their membership fees around Rs. 10 - 50 lakh, then after people are not getting the deserved facilities. You yourself can survey and try, that will help you to get an idea about the predicaments.
7. Such clubs have members around 1000 - 10000, members keeps on coming and going. 80% of members take their membership to show off their living standards and hence don't visit clubs. We can assume if Rs. 6 lakh is membership fees and hope that indulgence of even 2000 members will result in Rs. 120 Cr. of collection (non-refundable).
8. Special attention will be given to ladies special membership. Per head membership will cost Rs. 10000, we aim for 1000 memberships. This will also generate profit (non-refundable). Estimated profit would be around Rs.1 Cr. This will also be a source of additional income on renewal of membership every year.
9. We also propose Senior citizen membership, which will be specially focussed, cost of membership will be Rs. 50,000 we aim for 1000 members at least. This will again give profit that will be non-refundable. We aim around Rs. 5Cr. This membership will also seek renewal of membership every year.

10. Estimated Outcome Profit from distinguished memberships.

From Family membership	-	120 Cr.
From Ladies Special membership	-	1 Cr.
From Senior Citizen membership	-	5 Cr.
Total -		126 Cr.

11. Suppose if we do not receive Rs. 126 Cr. as expectation but if at least the invested money is been recovered than that, which is “non-refundable” will give us assured profit. It’s would be a win-win situation for us. If we work enthusiastically, we can get major benefits when Club will get operational.

Note: if memberships came slowly during the construction, in that case construction cost will get recovered and we can have some additional money as profit.

12. Area required for establishment is about 5-10 Acres depending upon the requirement of the city.

Kindly, Remark:

GCS is working enthusiastically, to become **World Leader in club members exchange services** to create a land mark in the field of hospitality with coherent concept to facilitate our Gymkhana club members, to experience Lifestyles & Luxuries of different locations all over world with their only membership taken from anywhere in the world.

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This initiative will become landmark in infrastructure development of India and also will be helpful to projections of our **Hon’ble Prime-minister Sh. Narendra Modi’s** “Make in India”, “Swach Bharat Abhiyan”, “Sabka Sath Sabka Vikas” etc.

In this regards, come forward and join hands with us and **become our Franchisee or Joint Venture Partner to open Branch of Gymkhana Club in your city with your city name.**

फायदे स्थानीय पार्टनर को

1. आपके शहर में आपका रुतबा और भी बढ़ जायेगा। प्रशासन व शहर में बड़े बड़े लोगो के साथ अटूट रिश्ता हो जायेगा, जो समय-समय पर काम आएगा।
2. समय-समय पर और भी कई फायदे होंगे। एक दिन ऐसा भी होगा, आपने जो रकम लगायी थी, आपको वापिस मिल जाएगी और आपको 50 प्रतिशत प्रॉफिट हमेशा-हमेशा ही मिलता रहेगा। वह भी एक बड़ी रकम के रूप में।
3. क्लब की प्रॉपर्टी में भी आपकी 50 प्रतिशत की हिस्सेदारी रहेगी जो धीरे - धीरे बेशुमार कीमती होती जाएगी।
4. जैसे - जैसे फण्ड की अवेलेबिलिटी होती चली जाएगी उसी प्रकार से द्वितीय पक्ष की धीरे - धीरे पूरी मार्जिन मनी वापिस कर दी जाएगी। मार्जिन मनी वापसी के बाद भी आपकी हिस्सेदारी इसी प्रकार से रहेगी। मार्जिन मनी क्लब के ऑपरेशनल होने के बाद दी जाएगी।
5. एक अनुमान के अनुसार एक शहर में क्लब खोलने में प्रोजेक्ट कॉस्ट 50 - 200 करोड़ रुपए आएगी।
6. इसमें आमदनी के तो कई जरिये हैं, लेकिन सबसे बड़ा जरिया है, मेम्बरशिप फीस। इस प्रकार के क्लुबों में मेम्बरशिप फीस 10 लाख - 50 लाख होती है, फिर भी मेम्बरशिप मिलती नहीं है। आप स्वयं किसी भी क्लब का सर्वे करें और आंकड़ो को देखें तब और अच्छा सोच पाएंगे।
7. इस प्रकार के क्लब में मेम्बरों की संख्या 1000 - 10000 होती है, क्योंकि मेंबर्स आते जाते रहते हैं। 80 प्रतिशत मेंबर्स शॉक में मेम्बरशिप लेते हैं, आते जाते नहीं हैं। हम ऐसा मान लेते हैं की छः लाख की मेंबरशिप है और केवल 2000 मेंबर ही बनाये तब भी 120 करोड़ का कलेक्शन होने की उम्मीद है, वो भी "नॉन-रिफंडेबल"।
8. लेडिस स्पेशल मेम्बरशिप पर ध्यान दिया जायेगा। 10000 रुपए में यह मेम्बरशिप होगी, कम से कम 1000 मेम्बरशिप का लक्ष्य रखा जायेगा। इसके द्वारा भी बड़ी रकम मिल सकती है। वह भी "नॉन-रिफंडेबल"। ऐसा मान सकते हैं की 1 करोड़ रुपए आ सकता है। यह मेम्बरशिप भी प्रतिवर्ष रिन्यूएबल होगी। यह भी आमदनी का बड़ा जरिया साबित होगा।
9. सीनियर सिटीजन मेम्बरशिप पर विशेष ध्यान दिया जायेगा, 50000 रुपए मेम्बरशिप होगी और कम से कम 1000 मेम्बरशिप का लक्ष्य रखा जायेगा। इसके द्वारा भी बड़ी रकम मिल सकती है। वह भी "नॉन-रिफंडेबल"। ऐसा मान सकते हैं की 5 करोड़ रुपए आ सकता है। यह मेम्बरशिप भी प्रतिवर्ष रिन्यूएबल होगी। यह भी आमदनी का बड़ा जरिया साबित होगा।

10. कुल मेम्बरशिप से इस प्रकार भी पैसे आ सकते हैं -

फॅमिली मेम्बरशिप से	-	120 करोड़ रूपए
लेडीज स्पेशल मेम्बरशिप से	-	1 करोड़ रूपए
सीनियर सिटीजन मेम्बरशिप	-	5 करोड़ रूपए

126 करोड़ रूपए

11. हम ऐसा मानते हैं की 126 करोड़ नहीं आएंगे लेकिन हमारी लागत भी आ गयी वो भी "नॉन-रिफंडेबल"। हमारी कोई भी रकम नहीं लगती है केवल कार्य करना है और हमेशा फायदा ही फायदा।

नोट: इस प्रोजेक्ट में धीरे-धीरे मेम्बरशिप आती रहे तो भी अच्छा है अब जब प्रोजेक्ट का निर्माण कार्य होगा जब तक कम से कम प्रोजेक्ट की पूरी लागत भी आ जाये तो भी फायदा ही फायदा है। लेकिन प्रॉपर करए भी किया जाये तो क्लब बनते-बनते भी कुछ रकम भी बच सकती है ।

12. क्लब का एरिया 5 एकर से 10 एकर तक हो सकता हैं जो शहर की आवश्यकता के अनुसार बनाया जायेगा।

ध्यान देने योग्य:

एक सर्वे के अनुसार अभी हमारे भारत वर्ष में ६६ जिमखाना क्लब हैं और जो अधिकतर आज़ादी से पहले के ही बने हुए हैं, इस क्षेत्र में आज़ादी के बाद में कोई भी कार्य नहीं हुआ, अभी हमें तुरंत आवश्यकता है देश में १००० नए जिमखाना क्लब बनाने की। हमारे सर्वे के अनुसार पुरे देश में सब को मिलाकर एन.आर.आई., इंडुस्ट्रीयलिस्ट, डॉक्टर्स और अन्य सम्माननीय लोगों को मिला कर ८० लाख लोग ऐसे हैं जो जिमखाना क्लब की मेम्बरशिप लेना चाहते या ले सकते हैं, वे आसानी से ले सकते हैं।

१५० वर्ष के इतिहास में पहली बार जिमखाना क्लब अपनी नई ६०० शाखाये (जॉइंट वेंचर/ फ्रेंचाइजी) के रूप में खोलने जा रहा है, जिससे देश भर में १२ लाख लोगों को चुन-चुन कर मेंबर बनाया जायेगा, सबको नहीं। इस क्षेत्र में बहुत बड़ा स्कोप है, इन क्लबो के बनने से देश में इंफ्रास्ट्रक्चर डेवलप होगा एवं प्रधानमंत्री माननिये श्री नरेंद्र मोदी जी की मेक इन इंडिया, स्वच्छ भारत अभियान, सबका साथ सबका विकास आदि परियोजनाओं को भी सहयोग मिलेगा। इन परियोजनाओं के लिए जिमखाना क्लब की परियोजना एक मील का पत्थर साबित होगी।

F. A. Q.

Q1. What is Gymkhana Club Services 1866 Limited?

Gymkhana Club Services is a heritage forwarded by Britisher's to India on Independence. Gymkhana club services were started in 1866 during British Raj for recreation and privilege of that time British Rulers and the Royalties, Bourgeoisie and Businessmen's associated with them.

All Gymkhana Clubs in the country are registered under Gymkhana Club Services and further new Gymkhana Clubs and their trademarks will also get registered under the same Services.

We would like to share our Pride as **Gymkhana Club Services (1866) Limited is established to enhance the "Legacy of Gymkhana club services" which is to be inherited and gifted to new generations.** We are working enthusiastically to forward this heritage to the nation and where even getting the single membership is next to impossible, here we are taking initiative for expansion of this legacy with authority to open 600 new Gymkhana Clubs in deserving cities of India.

Q2. How Gymkhana Club is most profitable Project?

Gymkhana Club Services is an International Brand and after becoming our partner in your city your existing profile will definitely be enhanced and that will built up your strong network with most elites and intellectuals of the city could always be helpful life time. Investment in Gymkhana Club Project is completely secured, even that will give you long lasting assurance of safe investment for your next generations too.

Q3. How will the built up cost of Gymkhana Club be arranged?

Cost to build a Gymkhana club in a middle class city would be around 50 to 60 CR. according to the details given below; we believe that collection from memberships would approx. Rs.126 CR. and that would be "non-refundable". This is the first project of its kind in the world that we do not have to invest much but we get profits during the constructions. Almost around 50 to 60 CR. possibly to be spend for establishment with all Luxury amenities and at least 5 to 6 CR. income per annum could be expected without any major investment.

Family Membership (6Lacs x 2000)	-	120 CR
Ladies Special Membership (50 thousand x 200)	-	1 CR
Senior Citizen Membership (50 thousand x 1000)	-	5 CR
Total	-	126 CR

Q4. Why we need Gymkhana Club in the City?

According to one survey across the India, club culture has become a need of our society and new generation. Gymkhana Club Services are the world's leader and well known for their Hospitality and Legacy of 150 Years in India. If Gymkhana Club get established with all modern facilities in your city that would become land mark of your

city with your city name Gymkhana Club and would make you feel proud as partner, who bring this legacy in the city for deserving elites and intellectuals from new generation of the city. Gymkhana club membership also boosts your Personality, Business and Social Network.

Q5. What are the primary conditions to open Gymkhana Club in City?

- A.** The population in the city should at least 5 Lac.
- B.** At least 5 to 10 acre land is required for establishment and that should be adjacent to city.
- C.** Offering partner must have clean and maintained profile in society and city.
- D.** Offering partner must have financial capacity to spend at least 2-6 Cr. for initial expenses in to the most profitable venture.
- E.** If offering partner is having experience in field of hospitality or in educational sector, could be our priority for project partner for the city.

Q6. What, if offering partner does not have Land available?

If offering partner is not having land than he can buy a required land from open market or a farmer (by paying token money to land owner with condition of 12 to 18 months for full payment), can involve land owner with him or can purchase from development authorities. Our company could help you for the same, if required.

Q7. What should we keep in mind while selecting Land for Gymkhana Club?

While choosing land for Club, keep in your mind that land should be on road and should not very far away from the city. The convenience of expected club members matters most that they should not face any trouble in reaching home after late night parties.

Q8. How much does it cost to open a Gymkhana Club?

The cost to open a Gymkhana Club will be around Rs. 50 to 200 CR. that could vary according to proposed city, but partner have to invest only initial expenses for launching, Branding and Brand fees i.e. 2 - 6 cr. Only.

Q9. If the membership fee collection is low, Is there any provision for the loan facility for the club's construction?

Yes, we can avail Bank loan up to 70% for Construction, if required. First party will initiate the process on behalf of already purchased land for establishment through local partner.

Q10. Who authorise you to open Gymkhana Clubs in INDIA?

We are authorised to open Gymkhana Clubs in India under the Act passed by the Government of India and Gymkhana Club Services (1866) Limited is incorporated under the Indian Company Act 2013.

Q11. How will the club be operated?

In order to the club operations, according to the Company Act 1956, a Limited company to be formed with joint venture partner and 6 directors to be appointed in

Joint Venture Company. 3 Directors will be nominated by parent company and other 3 will be nominated by local partner. Mr. Bijender Agarwal as Chairman and the partner will be designated as Managing Director of the Club. This managing committee will operate Club with mutual consent.

Q12. Who will manage the club?

The management will appoint an Administrator (retired person from Army on senior rank like Colonel, Major or Brigadier). He will coordinate both parties for mutual understanding and will follow the instructions of Managing Director.

Q13. While signing joint venture agreement with Gymkhana Club Services (1866) Limited, What will be the responsibilities of local partner?

- (A)** At the time of agreement or to start the using a goodwill of Gymkhana Club, local partner have to pay Brand fee (non-refundable) of Rs 1 CR to Rs 5 CR to Gymkhana Club Services (1866) Limited.
- (B)** At the time of agreement in addition to fee for Goodwill, local partner have to pay Rs. 5 Lakh for initial expenses such as: Limited Company, Catalogue, Membership Forms, Receipt Book, Files, Letterheads, Papers Designs and all Stationery etc.
- (C)** The local partner shall have to pay 7% of the gross collection as Royalty to the Gymkhana Club Services (1866) Limited, until the agreement exist and club remains with the affiliation. No other charges will be payable for anything.

Q14. How will the Bank Account be managed?

The Joint Bank Account will be managed in the joint venture Company's name. Any amount collected in the name of club, will be credited to the Joint Account; money will only be used for club operations. The money shall not be used for any personal work in any case.

Q15. What is the set deadline for the club establishment?

According to the agreement the time limit of club establishment is been decided 24 months but that can be extended with mutual consent under unavoidable circumstances or any emergency or strike or situation such as natural disaster.

Q16. What will be the strategy after the Joint Venture Agreement from Gymkhana Club?

After the Joint Venture Agreement, the process of an incorporation of the company will start; On the other hand, the launching process of the club will also be started. Applications for life time membership will invite instantly and The Membership Selection Board will check profile and confirm the memberships of received applications. This membership selection board will be managed by both parties jointly. Sales & Marketing team to be managed to communicate all elites & intellectuals of city for life time membership.

Q17. What will be the membership fee of Gymkhana Club?

Gymkhana Club membership fee will be decided by both parties mutually that depends on the city and its people's paying capacity. According to our survey report

life time membership fee should be at least Rs. 6 Lakh for the special modern facilities available in Gymkhana Club.

Q18.How many memberships will be accepted at Gymkhana Club?

Total number of memberships receiving will be decided between both parties but as per our opinion 2000 members are sufficient to run club smoothly.

Q19.How will the profit from Venture be distributed?

First of all the decided price of land according to the market value of land including the entire margin money paid by partner, initially for club establishment shall be paid off to local partner gradually as per the fund's availability through collections from memberships. The Clubs land should be registered in the name of the Joint Venture Company. When Club will get operational than only according to sharing ratio mentioned in agreement will be distributed with mutual consent as profit.

Q20. Will the partnership being terminated after returning the invested amount by local partner?

Do not brother the partnership will remain same as mentioned in agreement of Joint Venture even after getting his investment returned, he will be getting 50% pr ofit continuously and that would be a huge amount and all assets of Club will be in sharing and add-on the values for both.

Q21.Who will be responsible for the marketing activities?

Both will be responsible for marketing activities according to the strateg ic plan.

Q22.Who will be responsible for the inauguration ceremony of the club?

The inaugural ceremony will be organized by the first party, in the presence of celebrities, Area's MP, MLA, Union Minister, Chief Minister of the city and Honourable Governor will be invited as a Chief Guest.

Q23.Describe the affiliations of the club?

Gymkhana Club Affiliation Board is an administrative body of Gymkhana Club Services (1866) Limited is working to affiliate with 2600 clubs worldwide, according to their grades and category. Club category will be determined after the club get operational and according to their facilities their grades been decided. According to the policy only same grade clubs can be affiliated. The board will release a list of clubs affiliation with specified specialities of each affiliated club and will share with all affiliated clubs, around the World. These arrangements will be equally applicable for all the new and old Gymkhana Clubs

Q24.Who will be authorized to lease out space to leading brands in the club?

Both parties can lease out the space for commercial brands like Pizza Hut, Nirula's, Wimpies, and McDonalds etc. in the club with mutual consent. The rules will be decided between both parties mutually in the board meeting.

सवाल-जवाब

प्र.1. जिमखाना क्लब सर्विसेज (1866) लिमिटेड क्या है?

उ. जिमखाना क्लब सर्विसेज ब्रिटिश राज के समय 1866 में अंग्रेजों द्वारा शुरू की गयी थी। यह क्लब सर्विसेज उस समय के अधिकारियों, राजाओं, पूंजीपतियों एवं कारोबारियों के मनोरंजन एवं उन्हें इकट्ठा करने के लिए शुरू की गयी थी। देशभर में जितने भी जिमखाना क्लब हैं वह सभी जिमखाना क्लब सर्विसेज के अन्तर्गत रजिस्टर्ड हैं और आगे भी जो नए जिमखाना क्लब खोले जायेंगे उनके ट्रेडमार्क भी इन्हीं सर्विसेज के अन्तर्गत ही रजिस्टर्ड होंगे। बड़े गर्व के साथ बताना चाहूंगा कि आज़ादी के समय पर भारत वर्ष को जिमखाना क्लब सर्विसेज के रूप में जो धरोहर मिली थी उसको आगे ले जाने में जिमखाना क्लब सर्विसेज (1866) लिमिटेड इस कार्य में पूर्णतया अग्रसर है। भारतवर्ष में जहाँ जिमखाना क्लब में एक भी मेम्बरशिप मिलना मुश्किल है वहीं हम 600 शहरों में नए जिमखाना क्लब खोलने के लिए प्रयत्नशील हैं।

प्र.2. जिमखाना क्लब किस प्रकार से सबसे लाभकारी परियोजना है?

उ. जिमखाना क्लब एक अंतरराष्ट्रीय ब्रांड है, यदि आप अपने शहर में जिमखाना क्लब खोलते हैं तो आपका रुतबा पहले से और भी अधिक हो जायेगा। जिमखाना क्लब के लिए अपने शहर में आप जो भी निवेश करेंगे वह पूर्णतया सुरक्षित है और पीढ़ी दर पीढ़ी आपको इसका लाभ मिलता रहेगा।

प्र.3. जिमखाना क्लब को बनवाने हेतु लागत की व्यवस्था कैसे होगी?

उ. एक मध्यम वर्गीय शहर में क्लब बनाने की लागत 50 करोड़ से 60 करोड़ के बीच में आएगी। नीचे दिए गए विवरण के अनुसार हम ऐसा मानते हैं कि लगभग 126 करोड़ की जो कलेक्शन रही है वह भी "नॉन-रिफंडेबल" इसमें हमारी कोई भी रकम नहीं लगती है केवल कार्य करना है और हमेशा फायदा ही फायदा। यह दुनिया का पहला ऐसा प्रॉजेक्ट है जिसमें अपनी कोई भी लागत नहीं लगती बल्कि क्लब बनते - बनते ही 50 से 60 करोड़ का लाभ संभव है और प्रतिवर्ष 5 से 6 करोड़ की आय संभव होगी वह भी बिना किसी लागत के।

फॅमिली मेम्बरशिप द्वारा (6 लाख x 2000) - 120 करोड़ रुपए

लेडीज स्पेशल मेम्बरशिप द्वारा (50 हज़ार x 200) - 1 करोड़ रुपए

सीनियर सिटीजन मेम्बरशिप द्वारा (50 हज़ार x 1000) - 5 करोड़ रुपए

कुल - 126 करोड़ रुपए

प्र.4. हमारे शहर में जिमखाना क्लब की क्या जरूरत है?

उ. एक सर्वे के अनुसार सम्पूर्ण भारत में क्लब कल्चर आज की समाज एवं युवा पीढ़ी की जरूरत बन चुका है। संसार में जिमखाना क्लब को उसकी सुविधाओं एवं सर्विसेज के लिए सर्वश्रेष्ठ माना जाता है जिसका अपना 150 वर्ष का इतिहास और अनुभव है। जब जिमखाना क्लब आपके शहर में बनेगा तो संभवतः यह आपके शहर के विकास में मील का पत्थर साबित होगा और आपके शहर को नई पहचान देगा और आपके शहर के सम्मानित, शिक्षित समाज के सभी वर्ग के लोगों एवं युवाओं को भी क्लब कल्चर की आधुनिक सुविधाओं का लाभ मिलेगा और इससे आपको व्यावसायिक और सामाजिक दृष्टि से भी लाभ मिलता है।

प्र.5. शहर में जिमखाना क्लब खोलने के लिए क्या प्रारंभिक शर्तें हैं?

- उ. 1. शहर में जिमखाना क्लब खोलने के लिए सबसे पहले शहर की आबादी 5 लाख या उससे अधिक होनी चाहिए।
2. क्लब बनाने के लिए शहर के निकट 5 से 10 एकड़ भूमि की व्यवस्था होनी चाहिए।
3. इच्छुक स्थानीय पार्टनर की शहर में साफ सुथरी छवि को होना अतिआवश्यक है।
4. इच्छुक स्थानीय पार्टनर की आरंभिक समय पर 2 से 6 करोड़ रूपए इन्वेस्टमेंट करने की क्षमता होनी चाहिए।
5. यदि आपको होटल, क्लब या शिक्षा संस्थान चलाने का अनुभव है तो आपको क्लब के जॉइंट-वेंचर के लिए प्राथमिकता दी जाएगी।

प्र.6. यदि इच्छुक स्थानीय पार्टनर के पास भूमि उपलब्ध न हो तो उसका क्या उपाय है?

- उ. यदि इच्छुक स्थानीय पार्टनर के पास भूमि उपलब्ध नहीं है तो वह भूमि को किसान, ओपन मार्केट अथवा जिला विकास प्राधिकरण से उचित बाजार भाव पर खरीद सकता है, या भूमि के मालिक को बयाना देकर एक से डेढ़ वर्ष का इकरारनामा करके भूमि खरीद सकता है। यदि इस कार्य में प्रथम पक्ष से किसी प्रकार के सहयोग की अपेक्षा हो तो आप सहयोग ले सकते हैं।

प्र.7. भूमि का चयन करते समय किन - किन बातों को ध्यान में रखना होगा?

- उ. भूमि का चयन करते समय ध्यान रखे की भूमि शहर से एवं रोड से ज्यादा दूर न हो ताकि मेंबर्स एवं उनके परिवारों को देर रात पार्टी फंक्शन के बाद घर लौटने में किसी भी प्रकार की असुविधा का सामना न करना पड़े।

प्र.8. जिमखाना क्लब खोलने में कितनी लागत आती है?

- उ. एक जिमखाना क्लब खोलने में 50 से 200 करोड़ रूपए की लागत आती है जो की शहर के अनुसार कम-ज्यादा हो सकती है।

प्र.9. यदि मेम्बरशिप फीस कलेक्शन कम होती है तो क्या क्लब के निर्माण कार्य हेतु लोन की सुविधा का कोई प्रावधान है?

- उ. यदि स्थानीय कंपनी ने भूमि खरीद ली है तो क्लब के निर्माण कार्य हेतु आवश्यकता के अनुसार प्रथम पक्ष द्वारा 70% तक के बैंक लोन की भी व्यवस्था की जा सकती है।

प्र.10. आपको यह अधिकार किसने दिया?

- उ. हमें यह अधिकार भारत सरकार द्वारा पारित अधिनियम ने दिया है और जिमखाना क्लब सर्विसेज (1866) लिमिटेड, भारतीय कंपनी अधिनियम 2013 के अन्तर्गत गठित है।

प्र.11. क्लब का सञ्चालन कैसे होगा?

- उ. क्लब चलाने के लिए कंपनी एक्ट 1956 के अनुसार क्लब के नाम से एक लिमिटेड कंपनी बनाई जाएगी, जिसमें जॉइंट वेंचर कंपनी के नाम से सम्पत्ति का रजिस्ट्रेशन होगा। उसमें 6 डायरेक्टर रहेंगे, प्रथम पक्ष के 3 डायरेक्टर श्री बिजेन्द्र अग्रवाल जी या उनके द्वारा नामित प्रतिनिधि तथा 3 डायरेक्टर स्थानीय पार्टनर की तरफ से मनोनीत होंगे, क्लब के चेयरमैन श्री बिजेन्द्र अग्रवाल जी होंगे और स्थानीय पार्टनर की ओर से मैनेजिंग डायरेक्टर होगा।

प्र.12. क्लब का प्रबंधन कौन करेगा?

उ. क्लब का प्रबंधन किसी सेवानिर्वात व्यक्ति जो सेना में कर्नल, मेजर, ब्रिगेडियर जैसे अहम् पद पर रह चुका हो उसे दोनों पक्षों की सलाह से एडमिनिस्ट्रेटर के पद पर नियुक्त किया जायेगा। प्रबंधक का वेतन कंपनी के जॉइंट अकाउंट से किया जायेगा। जो पूरी क्लब की गतिविधियों को सुचारु रूप से चलाएंगे। इसका किसी एक पक्ष पर भार नहीं पड़ेगा।

प्र.13. जिमखाना क्लब सर्विसेज (1866) लिमिटेड से जॉइंट वेंचर एग्रीमेंट करते समय स्थानीय पार्टनर को क्या करना होगा?

उ. (क) कार्य प्रारम्भ करने के लिए आपको एग्रीमेंट के समय जिमखाना क्लब के नाम की गुडविल को इस्तेमाल करने के लिए प्रारंभिक शुल्क 1 करोड़ रुपए से 5 करोड़ की रॉयलिटी (नॉनरिफंडेबल) देनी होगी, जो शहर के अनुसार तय की गयी है।

(ख) द्वितीय पक्ष को अभी इकरारनामे के समय प्रारम्भ में ही रॉयलिटी के साथ ही 5 लाख रुपए निम्न मद के खर्च में देने होंगे, जैसे: लिमिटेड कंपनी, कैटलॉग, मेम्बरशिप फॉर्म्स, रिसिप्टबुक, फाइल्स, लेटरहेड, पेपर, डिजाईन एवं सभी स्टेशनरी इत्यादि के लिए देने होंगे।

(ग) द्वितीय पक्ष को ग्राँस कलेक्शन का ७ % शुल्क (रॉयल्टी), प्रथम पक्ष को देना होगा। इस शुल्क के बाद अन्य किसी भी प्रकार का वार्षिक शुल्क नहीं देना होगा। जब तक अफिलिएशन चलेगा तब तक देना होगा।

प्र.14. बैंक अकाउंट के आपरेशन क्या तरीका होगा?

उ. बैंक खाता जॉइंट नाम से खोला जाएगा। जो भी पैसा बैंक में आएगा वह केवल क्लब कार्य में ही खर्च किया जाएगा। जो भी रकम एकत्रित होगी वह जॉइंट अकाउंट में जमा करवा दी जाएगी, जिसका इस्तेमाल केवल क्लब के कार्यों में ही होगा किसी भी परिस्थिति में इसका दुरुपयोग किसी और कार्य के लिए नहीं होगा।

प्र.15. क्लब के निर्माण की निर्धारित समय सीमा क्या है?

उ. एग्रीमेंट के अनुसार क्लब के निर्माण कार्य की निर्धारित समय सीमा 24 महीने है किन्तु किसी विशेष स्थिति जैसे प्राकृतिक अव्यवस्था, इमरजेंसी या हड़ताल की स्थिति में सीमा आगे बढ़ाई जा सकती है।

प्र.16. जिमखाना क्लब से जॉइंटवेंचर एग्रीमेंट के बाद क्या कार्यप्रणाली होगी?

उ. जॉइंटवेंचर एग्रीमेंट के बाद क्लब के नाम की लिमिटेड कंपनी बनाने का कार्य शुरू होगा और दूसरी तरफ क्लब की लॉन्चिंग प्रक्रिया की कार्यवाही भी शुरू कर दी जाएगी जिससे लाइफ टाइम मेम्बरशिप के आवेदन आने शुरू हो जायेंगे, क्लब के दोनों पक्षों द्वारा निर्धारित मेम्बरशिप सिलेक्शन बोर्ड इस कार्य के लिए जिम्मेदार होगा। सभी नीतिगत फैसले संयुक्त बैठक में लिए जाएंगे।

प्र.17. जिमखाना क्लब की मेम्बरशिप फीस कितनी होगी?

उ. जिमखाना क्लब की मेम्बरशिप फीस दोनों पक्षों की सहमिति से शहर की क्षमता के अनुसार तय की जाएगी। जिमखाना क्लब में मिलने वाली विशेष आधुनिक सुविधाओं के अनुसार जिमखाना क्लब की लाइफ टाइम मेम्बरशिप फीस कम से कम अनुमानित 6 लाख रुपए होगी।

प्र.18. जिमखाना क्लब में कुल कितने मेंबर बनाये जायेंगे?

उ. जिमखाना क्लब में कुल मेंबर्स की संख्या दोनों पक्षों द्वारा तय की जाएगी, लेकिन किसी भी क्लब को सुचारु रूप से चलाने के लिए 2000 मेंबर्स की संख्या उचित है।

प्र.19. जिमखाना क्लब से जॉइंटवेंचर में लाभ का वितरण किस प्रकार होगा?

स्थानीय पार्टनर को भूमि की रजिस्ट्री कंपनी के नाम पर करवानी होगी जिसकी बाजार भाव के अनुसार कीमत का भुगतान स्थानीय पार्टनर को जैसे - जैसे फण्ड की अवेलेबिलिटी होती चली जाएगी उसी प्रकार से स्थानीय पार्टनर को धीरे - धीरे पूरी मार्जिन मनी वापिस कर दी जाएगी।

प्र.20. क्या स्थानीय पार्टनर के पैसे वापिस होने के बाद पार्टनरशिप समाप्त कर दी जाएगी?

नहीं भाई नहीं, स्थानीय पार्टनर की लागत वापिस मिलने के बाद भी 50% लाभ हमेशा मिलता रहेगा, वह भी बड़ी रकम के रूप में। लैंड, मशीनरी तथा सभी एसेट्स की भागीदारी हमेशा रहेगी चाहे स्थानीय पार्टनर का एक भी रुपया न लगा हो। क्लब की प्रॉपर्टी भी धीरे - धीरे बेशुमार कीमती होती जाएगी।

प्र.21. मार्केटिंग एक्टिविटीज की जिम्मेदारी किसकी होगी?

उ. दोनों पक्ष योजना के अनुसार मार्केटिंग एक्टिविटीज के लिए जिम्मेदार होंगे।

प्र.22. क्लब के उद्घाटन समारोह के लिए कौन जिम्मेदार होगा?

उ. प्रथम पक्ष द्वारा उद्घाटन समारोह का आयोजन किया जायेगा। क्षेत्र के MP, MLA एवं जानी-मानी हस्तियों की उपस्थिति में शहर के केंद्रीय मंत्री एवं माननीय गवर्नर को मुख्य अतिथि के रूप में आमन्त्रित किया जायेगा। इसके अलावा स्थानीय शाखा की सहायता हेतु क्लब की प्रोमोशन्स का कार्य भी प्रथम पक्ष द्वारा किया जायेगा।

प्र.23. देश विदेश में क्लब की अफिलिएशन के बारे में बताये?

उ. जिमखाना क्लब सर्विसेज (1866) की एक शाखा जिमखाना क्लब अफिलिएशन बोर्ड केवल इसी कार्य के लिए कार्यरत है की देश विदेश के 2600 क्लबों के साथ उनके ग्रेड एवं श्रेणी के अनुसार करवाने के लिए कार्यरत है। क्लब की श्रेणी क्लब के ऑपरेशनल होने के बाद निर्धारित की जाएगी एवं श्रेणी के अनुसार ही उस क्लब का अफिलिएशन उसी श्रेणी के दूसरे क्लब के साथ करवाया जायेगा सभी के साथ नहीं। क्लबों की अफिलिएशन, उनकी श्रेणी और ग्रेड के अनुसार करवाने के बाद ही सभी क्लब मेंबर्स को अफिलिएटेड क्लब्स की श्रेणी, सुविधाओं और विशेषताओं के बारे में सूचित किया जायेगा, जिसमें स्पष्ट विवरण होगा की आप देश-विदेश में किस-किस क्लब में अपनी सदस्यता का उपयोग कर सकते हैं। यह व्यवस्था नए एवं पुराने सभी जिमखाना क्लब के सदस्यों पर सामान रूप से लागू होगी।

प्र.24. क्लब में अन्य कंपनी को काउंटर अथवा किराये पर स्थान देने के लिए फैसला लेने का अधिकार किसका होगा?

उ. दोनों पक्ष आपसी सहमति से बड़ी कंपनियों जैसे पिज़्ज़ाहट, निरुलाज, विम्पीज, मकडोनाल्ड आदि को क्लब में किराये पर स्थान दे सकते हैं और नियमों का निर्धारण भी दोनों पक्षों की आपसी सहमति से ही होगा। सभी प्रकार के फैसले बोर्ड मीटिंग में लिए जायेंगे।

Work Strategy (Time Frame)

S. No.	Details	Time Duration	Responsibility
1.	Land Location Finalization	3 Days	Both Parties
2.	Agreement of Joint Venture	2 Days	Both Parties
3.	Local Office (1000 Sq. Ft.)	2 Days	Second Party
4.	Appointment of Marketing Team	7 Days	First Party
5.	Personal Network List (at least 100 People)	3 Days	Second Party
6.	Layout & Architect appointment	60 Days	Both Parties
7.	Company Formation (3 Directors both side)	7 Days	Both Parties
8.	Branding, Promotion & Office Stationery (Hoarding, Banner, Social media, Brouchers, Membership forms, other collaterals/ Stationery)	7 Days	First Party
9.	Big Event – Press Conference (a) Media – Online, Print, Electronic (b) Elite Class Segment – Invitation to 200 People (c) Event organized followed by Lunch	within 3 months of Agreement	Both Parties
10.	Membership Registration (2000 People)	18 months	Both Parties
11.	Star Night (for Promotion of Project) Progress Report of Project to share with Members for more referral memberships.	within 6 months of Agreement	Both Parties
12.	Bhumi Pujan	within 12 months of Agreement	Both Parties
13.	Swimming Pool & Lawn	within 12 months from date of approval of Layout	Both Parties
14.	All Licences (as per requirement)	Time to Time	First Party
15.	Project Completion	within 24 months from Date of Bhumi Pujan	Both Parties

Estimated Sources of Income of Club (annually)

S. No.	Details	Income (annual)
1.	Room Rent (maintenance) - 50 rooms @ Rs. 2000/ day with 60 % occupancy	2,19,00,000
2.	Restaurant (100 Seats)	10,00,000
3.	Restaurant (Continental) 100 seats	10,00,000
4.	Bar (50 seats)	15,00,000
5.	Membership Maintenance & Renewal (10000 x 2000)	2,00,00,000
6.	Brand Leasing Rental	10,00,000
7.	Domestic/ International Tours of Members (at least 5 tour of 100 people capacity)	10,00,000
8.	Marriage Parties (75 marriages without food @200000 each)	1,50,00,000
9.	Marriage (with food) 10 @1100/ plate & 2000 Capacity	2,20,00,000
10.	Kitty Parties	5,00,000
11.	Birth Day Parties	6,00,000
12.	Corporate Events	10,00,000
13.	Advertisement of Brands	25,00,000
14.	Product Promotion Event Charges	25,00,000
15.	Star Night Mega Show	25,00,000
16.	Local Festival Celebration	10,00,000
17.	Tours & Travel Desk income	10,00,000
18.	Unisex Parlour	10,00,000
19.	Kerla massage	20,00,000
20.	Membership Transfer Fees	10,00,000
	TOTAL ANNUAL INCOME	10,00,00,000

AGREEMENT FOR FRANCHISEE

First Party:

The Chairman of Gymkhana Club Services (1866) Limited, Dr. Bijendra Agarwal, son of Late Shri Shiv Charan Das Agarwal, Resident- C-71, 2nd Floor, Vkas Puri, New Delhi. Dr. Bijendra Agrawal himself or his legal heirs or any person nominated by him shall come under the purview of this Memorandum.

Second Party:

Shri Sh Son
..... of Resident Shri
..... himself or his legal heirs or person Nominated by him will come under the purview of this Memorandum.

1. Introduction:

(City Name) GYMKHANA CLUB will be established in (City name). It will be a five star club with state-of-the-art facilities, and this club will play a vital role in the development of the region and will prove to be a milestone. This club is being established especially for the selected high class families of (City Name). There will be special arrangements for family get-together and you will enjoy the club here with family after taking some time out from the stressful hectic life. This project was being dreamed here for a long time, now it's time for completion. 1

2. Operations: The operation will be done through limited company only.

3. Management of the Company:

The company will be run by a second party as per the Companies Act 1956.

4. Nomenclature: The full name of the club will be (City Name) Gymkhana Club. (City Name) Gymkhana Club Limited has become a limited company by this name, or will be a formation of new Company in which all the directors will belong to the second party and 100% share holding will be of the second party. In this, the first party will completely hand over the rights to the second party.

5. Commencement of proceedings:

(a) To start the work, Second Party have to pay a sum of Rs. ----- (non-refundable and be adjusted in franchisee fee) for the initial fee for using the goodwill in the name of (City Name) Gymkhana Club at the time of the agreement, against franchisee fee which is decided for Rs. ----- and payable as per schedule and fixed already. (b) The second party will have to pay royalty at the beginning of the contract as well as Rs 6.00 lakh for the following items, such as: Limited Company, Catalogue, Membership Forms, Receipt Book, Files, Letter Head, Paper, Design and all stationery etc. which it has to give. (c) The second party will have to pay 9% of the gross collection of fee to the first party as Royalty. As long as the affiliation remains, every year out of renewal, maintenance, membership transfer fee and new membership, 9% fee will also have to be paid. This affiliation with other city

Gymkhana clubs and other affiliated 600 clubs n resorts in India and abroad, Apart from this fee, no other charges will be payable. After that all the income will be of the second party.

6. Land / Building: The second party will manage the land and the building. The cost of land and building will be of second party. The land will be registered in the name of the company or the land will be transferred in the name of the company. If there is any due on this land from any government or nongovernment department or any private person, then the second party will have to pay it. Nothing to do with the first party. The second party will clean this land and get it registered or transferred in the name of the company.

7. Uniform:

All clubs will have the same uniform, as determined by the First Party.

8. Crockery: All the clubs will have the same crockery.

9. Permission: The second party will be responsible for getting approval from all the concerned departments for carrying out the construction work and the consent of the departments to run the club at the local level. The acceptance which is done at International / National level will be the responsibility of the first party.³

10. Office:

The Second Party shall arrange for an office in its city as required.

11. Bank Operation:

The bank account will be opened in the name of the company, and the operation will be done by the second party. Any money that goes to the bank will be spent on club work only and not be spent on his personal and any other work, no matter what the situation may be, money will be spent only for club work, but it will not have anything to do with the first party.

12. Area of Operation:

The area of this agreement will be only one city (City Name). This company will operate only one club in this city only. And, if the club opens at any other place, then a separate agreement will be done.

13. Membership:

Membership will be given to members of educated and respectable families only. Such as doctors, advocates, businessmen, professionals, etc., this membership will be given only on the recommendation of the "member selection board" of the club. The Board shall reserve the right to grant membership.

14. Member Selection Board:

The Member Selection Board shall consist of both the parties or their representatives.

15. Membership Fee:

The membership fee will be decided by both the parties together.⁴ Membership fee of any kind will be non-refundable. Till now only life time members will be made.

16. Payment- Schedule

One time franchisee fee fixed Rs. -----Payment- Schedule:At the time of closing the franchisee deal an initial amount Rs -----At the time of signing of the franchisee agreement will be Rs.- -----At the time of press conference(should be in 15 days of agreement)amounting to Rs.....Remaining amount Rs..... will payable as per schedulebelow-----

17. Grade of Facilities:

The level of all facilities in the club will be at par with the facilities provided in 5 star hotels.

18. Special Member:

Special membership can also be done in some different ways, which will be decided by both the parties together.

19. Right of Members:

Only the members will have the right to use all the facilities of the club, no outsider will have. Outsider can enter only with member. Booking of 5 marriage, party lawn etc. will not be done in the name of outsider. That too, the booking will be done only for the children's wedding or other event for the members.

20. Termination of Membership:

If any member is found indulging in any kind of illegal activity, his/her membership will be canceled forthwith without assigning any reason. This will be the reserve authority of the Board. And any kind of fee etc. will not be refunded. The member will not be able to go to court against it. The final decision will rest with the club's board.

21. Transfer of Membership Sale/Gift:

Any member can sell, gift and transfer his/her membership to his/her nominee at any time. Its terms and fees will be decided by both the parties together.

22. Kitty Party:

Women will be given special facilities for kitty parties. Arrangements will also be made for other religious and cultural events in which special attention will be given to women.

23. Pickup & Drop:

On personal request, special facility of pickup and drop will be given at normal charges.

24. Country-Foreign Tour:

National and international level tours will also be organized for the members as per their wish. These tours will cost the members very less, as all the arrangements will be done on exchange basis in those 6 clubs/hotels/resorts where Gymkhana Club Affiliation Board tie ups will take place on exchange basis.

25. Local Festivals:

Here local Teej-festivals, other social festivals will be organized by the club from time to time, and the members will be specially invited in this type of event. Every year on 21st September, the birthday of the great freedom fighter Seth Chokha mal Agarwal ji will be celebrated as inspiration day/foundation day in every branch.

26. Special Powers of Members:

If the members of other cities come to your city as a guest, then the guest members will be given all the facilities like the local members, its responsibility will be of the second party. Similarly, when your members move to another city, they will also get similar facilities. It will be the responsibility of the first party.

27. Affiliation with the clubs of the country and abroad:

The facility of affiliation will be provided by Gymkhana Club Services (1866) Limited on exchange basis with 1200 other clubs spread across the country and abroad. All the members will be able to take advantage of this facility, but the affiliation will be done with the clubs of the same grade to which this club belongs and the facility will not be made available to all. The first party will manage it.

28. Affiliation:

The name of "GYMKHANA CLUB SERVICES (1866) LTD" is to be used on all publicity and stationery of this club, but any artwork must be approved by the first party.

29. Event planning:

From time to time, the first party will organize events in the local branch, such as Star Night Fashion Week, etc., so that more and more members can be made. This will be the responsibility of the local branch. It will be organized by the first party. A large scale program will have to be done within 60 days. All the arrangements for this will have to be done by the second party.

30. Identity Card:

Identity Cards will be issued by First Party only and these cards will be valid at all branches of the Club.

31. Provisional Identity Card:

The second party will have the right to make the member on temporary identity Card for a limited period of time. But this identity card will be valid only in the local club.

32. Identity Card Fee:

To get the identity card made for all the members, each member will have to pay a fee of Rs 1000/- per identity card.

33. Marketing:

All marketing related to the club will be done by a second party. Wherever necessary, the First Party will extend its full cooperation.

34. Stationery:

All types of stationery like catalogue, letter head, visiting card, application form, sticker etc. will be arranged by the first party. Its design will be the same in all the branches of club and the payment will be done by the second party.

35. Foundation Stone Laying Ceremony:

The foundation stone will be laid by Hon'ble Governor, Hon'ble Union Minister and will be presided over by MP, MLA. And by well-known personalities. All the proceedings of this work will be done by the

first party. All expenditures will be of second party. The program outline will be decided with the consent of both the parties.

36. Staff Selection:

The selection of staff in the local branch of the club will be done by the second party with the help of the first party.

37. National Emblem:

Statues, souvenirs, photographs of great personalities will be installed in the complex. This will be done with the consent of both the parties. But in the reception of each club a statue of great freedom fighter Seth Chokha mal Agarwal ji will be established at the appropriate space in club premises and a photo of Dr. Bijendra Agarwal as a Founder Chairman of GYMKHANA CLUB SERVICES (1866) LIMITED will be installed with great respect and the second party will take care and maintain the same as permanent.

38. National Flag:

Proper arrangement will be made for hosting the national flag in each club. On time and in accordance with all the rules of the Government of India. This will be the responsibility of the local management. If there is any mistake, the second party will be responsible.

39. Earnings from Advertisements:

Hoardings, banners etc. will be put up for advertisements of big companies from the branch with the consent of both the parties. This is a big source of income. All this income will be of the second party only.

40. Counter giving on contract:

Counters will be given only to big companies like Pizza Hut, McDonald's, Narula, Wimpy, Vandana Luthra with the consent of both the parties on the contract.

41. Special Facility Management Expenses:

Any official of the First Party may come to the club's inspection at anytime. The related expenses will have to be borne by the branch. If the director and his family come to any branch, then the local club will take special care of it and will not take any kind of bill and will bear the expenses themselves. Even if he came only for some personal work.

42. Local Branch Duties:

If any kind of illegal activity takes place in the club branch, due to which legal action is taken, then all the responsibility will be of the second party. There will be no liability of any kind on the first party. The local management will be responsible for keeping the proper atmosphere of the club.

43. Accounts and Payments:

The branch will maintain its full account of the day with complete Records. The branch will make most of the payments from the bank. Salary at each branch (excluding day to day expenses) will be paid from the bank.

44. Trademark:

(City Name) Gymkhana Club is registered in the name of Dr. Bijendra Agarwal. The right to use it has been given to the second party. There will be no extra charge of any kind. This right is being given to open

only one club. The second party will not have the right to open a new branch at any place. For this a separate agreement will have to be made.

- a) That the franchisee partner ie. 2nd party will not use Gymkhana Name in any Trust or Company other than Gymkhana Club. And will not apply any new trade mark with using the name of Gymkhana.
- b) That the 2nd party will not be authorized to take or give affiliation with any club or resort. Only the mother company First party is only authorized to do such activities.
- c) That the 2nd party is authorized to make membership only for city club for which city the franchisee is allotted not for other city club membership.
- d) That the 2nd party is not authorized to allot franchisee for any city at any level. Only the first party is solely authorized for the process as a mother company.

45. Arbitrator:

If there is any dispute among both parties due to any reason then it will be resolved amongst themselves. Arbitrator can be appointed only if special circumstances arise in a dispute. If the second party violates rule no. 5 (a), (b), (c), then the franchise will be canceled and the name of (City Name) Gymkhana Club will be withdrawn from the second party. In such a situation, the affiliation of 600 clubs will also be cancelled. The responsibility of the members of the club will be that of the second party. There will be no transaction or responsibility of any kind on the first party.

47. Legal: That if there is any dispute amongst themselves, it will be settled in the courts of Delhi/New Delhi only.

48. Time Frame:

That according to this agreement the above club construction work will be completed in 24 months from today. If in future due to any divine calamity, administrative disorder, calamity like earthquake, flood, strike, the period can be extended.

49. Chairman's House:

The permanent Camp office of Chairman Dr. Bijender Agrawal ji, will be of 3000 square feet with all facilities as per the requirement. Which will be equipped with all modern facilities. All the expenses will be borne by the second party.

50. Sponsorship:

The first party will have the right that if an event of national and international level is taking place, it can decide to sponsor it according to its discretion, the second party will also have to pay part of its expenses¹² and all the photos of the event will have to be sent to the second party, so that They can be put in publicity. There fore, this agreement is written on, 2023 in front of the following witnesses, so that Sanad remains and works on time.

Witness

First Party

Witness

Second Party¹³

Specimen Copy

AGREEMENT FOR JOINT VENTURE

This Agreement made on this..... day..... of 2017 (“Effective Date”) at Delhi.

By & Between

Gymkhana Club Limited, acting through its Chairman Dr. Bijendra

Agarwal, s/o Late Sh. Shiv Charan Das Agarwal, R/o 56, Krishna Tower, Block B, Pocket 7, Sector 23, Dwarka, New Delhi. Referred to as “First Party” (Which expression shall unless repugnant to the context mean and include its heirs, executors, successors & assigns) of the FIRST PART.

And

Mr./Ms./Mrs. _____ S/D/W/o _____ R/o

_____ Hereinafter, referred to as “**Second Party**” (which expression shall unless repugnant to the context mean and include its nominees, Successors, Legal heirs & assigns) of the **SECOND PART.**

Wherever the context so requires, the First and Second Party are hereinafter collectively referred as “Parties” and individually as a “Party”

AND WHEREAS, the Parties have in principle finalized the term and conditions mutually agreed between the Parties which are as under:-

1. Proposal:

Whereas the Parties together shall establish “**City Name**” **Gymkhana Club** (Hereinafter referred to as the “**Club**”). The Club will be constructed most spacious and luxurious with five- star ultra-modern facilities and greenery. This Club will be proved as a mile stone in development of the “**State Name**”. The Services of this Club will exclusive for Elites, Intellectuals, Professionals, Bureaucrats and Top Business men’s of “**State Name**”. This Club will be specialized for Family get to gather and reunion.

2. Undertaking:

The Club undertaking will be in Limited company only (**the “City Name” Gymkhana Club Limited**) and the relative charters i.e. memorandum and articles of the Company shall be drafted as per the mutual discussions and agreements between the Parties.

3. Company Management:

Company will be managed by Second Party, under the **Indian Companies Act 2013.**

4. Formation of Company:

The name of Club is “City Name” Gymkhana Club. The owner of the Club will be the new company formed with mutual understanding i.e. “City Name” Gymkhana Club Limited. Registration of property will exist on the name of Joint Venture Company. The formation of the company is decided between the Parties that the initial three members and promoters of the Company shall be nominated by the First Party and the other three shall be nominated by the Second Party. The Parties will have equal Share i.e. fifty percent of share equity and the balance fifty percent shall be for the Second Party.

5. Venture Fees and Payment Structure:

Second party shall pay Rs.....Cr.(..... Crore) as consideration amount (**non-refundable and non-adjustable**) from their own account to start venture.

6. Investment by Second Party:

(a) Shall Pay Rs....Cr.(.....Crore) at the time of Agreement in addition to Rs. 5 Lakh (Five Lakh) separately for initial expenses like: incorporation of Limited company, catalogue, membership forms, receipt book, files, letter head, paper, designing, and all required stationery etc.

(b) Any Investment regarding Land will be of Second Party Only.

(c) The Joint Venture Company will pay to the Parent Company (Gymkhana Club Services 1866 Limited) 7% (seven percent) Royalty of its annual gross revenue, till the time the present arrangement is in place.

7. Land and Construction:

Second Party will provide acre land as per club requirement and the initial construction cost shall also be paid by the Second Party. The registration of land will be in the name of Joint Venture Company i.e. “City Name” Gymkhana Club Limited. As per market price the mutual agreed amount of Land is Rs..... and the description of land is This land must be cleared from all obligations of government or non-government dues, if any than that will be clear by the Second Party only. All the registration formalities shall also be cleared by the Second Party; the First Party shall only be present for the execution process. The Club establishment shall be completed within 24 (Twenty Four) months from the Effective Date but can be extended if mutually agreed between the Parties.

Note: The aforesaid land cost of the Proposed Club will be paid off to second party through fund raising from the location in account of membership fees and then land must be registered in the name of Proposed Club.

8. Structure of Company:

6 (Six) directors will be appointed on the board of the said company, 3 (three) directors will be nominated by the First Party and the other 3 (three) directors will be nominated by the Second Party. A nominee director of the First Party will be designated as the Chairman and

a nominee director of the Second Party will be designated as the Managing Director and their remunerations shall be equal as per the mutual agreement between the Parties. The shareholding pattern shall be equal as per the mutual agreement between the Parties.

9. Trademark:

“City Name” Gymkhana Club is registered trademark in the name of Dr. Bijendra Agarwal and Second Party is authorized to use the name of Club for only one club establishment. Second party cannot open another branch with same name and if they want to establish another club than another agreement to be signed.

10. The business contemplated herein shall be regulated by the Company, on the following essential terms:-

a) Office:

Second party will organize and manage office in the city.

b) Banking:

Account will be open in the name of formed company i.e. “City Name” Gymkhana Club Limited and managed by Second Party. The revenue from the Club will be deposited in the bank account and will be used only for requirements of club, not for any personal expense in any case.

c) Accounting:

Club have to manage accounts of their daily expenses and will share details with first party. All major expenses and salaries should be paid through bank only.

d) Permission:

First Party has all required approvals regarding “City Name” Gymkhana Club and in future any kind of approval required from the authorities on national/ international level, First party will help to Second Party to arrange all required permissions.

e) Construction:

Second Party will do construction work by their own as provided guidelines by parent company.

f) Design and construction:

All clubs will be of same structure, First party will arrange architect and model of Club with the prior consent of Second Party. The Second Party shall bear the cost for the same.

g) Area of Operation:

Agreement is bounded for only club in “City Name”. The new company or the Second Party will not operate any other club anywhere in city/ state/ region on this Agreement. If interested for another club than separate agreement to be signed with mutual understanding of both parties. In case, Joint venture dissolved due to any reason than all permissions to use Brand name and values shall also be dissolved.

h) Marketing:

Second Party will be responsible for all kind of branding and marketing activities to ensure memberships within 18 months of launching. First party will help for the same if required.

i) Promotions:

Any kind of promotion of Club, artwork & stationary used for promotion "Affiliated with Gymkhana Club Services (1866) Limited" company name will mention only.

j) Stationery:

All kind of stationery like catalogues, letterheads, visiting cards, application forms, stickers etc. will be provided by first party on chargeable basis, if required by Second Party. All branches will have same design of stationery.

k) Crockery:

All Gymkhana Clubs will have to maintain similar crockery.

l) Uniform:

All Gymkhana Clubs will have to maintain similar uniform for its staff.

m) Staff Selection:

Selection of staff for Club will be decided by both Parties.

n) Club Services:

Club Services shall be provided to members, equivalent to 5 star level Hotel services.

o) Time Limit:

As per the agreement the club establishment will be completed within 24 months but can be extended in case of any natural disaster or strike.

p) Responsibility of Local Branch:

Club Management should take care of their responsibilities and create a comfortable and friendly atmosphere in club arena. Only Second Party will be responsible for any activity against law found in the club, legal action could be taken against second party. First party will not be concerned with these issues.

q) Special Services Management Expenses:

First party's representative could visit any time for inspection of the club and all related expenses will be beard by club office. Parent Company (Gymkhana Club Services 1866 Limited) Directors & their family could visit club for any reason, they will not been charged for anything this will be club's responsibility to care of their convenience.

r) Inauguration Ceremony:

Inauguration program will be arrange by Second Party with hosting of Hon'ble GOVERNOR & CABINET MINISTER's as a CHIEF GUEST and also in the presence of M.P's., M.L.A's. & local well- known. Schedule of programs will be decided by Both Parties.

s) Decision making:

All major decision will be taken in the board meeting and daily activities will be managed by local club management but first parties consent is majorly required.

t) Membership:

Only Intellectuals & Elites will get the membership like Doctors, Advocates, Professionals, Business man's etc. memberships will confirmed by "Membership Selection Board", right of selection is reserved to board. Membership registration will be second parties' responsibility.

u) Membership fees:

Membership fees between 6 to 11 (Six to Eleven) Lakh will be decided mutually between both the Parties. Only life time membership will be offered initially and any membership fees paid in any category will not be refundable.

v) Membership Selection Board:

Both Parties and their representatives will also be in team of membership selection board.

w) Special Member:

Special membership can be different but will be decided mutually between both Parties and Second party is agreed to entertain to all members of affiliated clubs by parent company directly, as local club member not as guest member and could not charge any additional fees.

x) Affiliation With National & International Clubs:

Gymkhana Club Services (1866) Limited has been appointed a body as **Gymkhana Club Services Affiliation Board** to affiliate new Gymkhana Clubs with existing 2600 clubs existing globally, on behalf of members exchange services for all Club members but only with similar grade clubs. When new club will get operational than the Board will decide the class and grade of that club according to their arrangements of facilities and finally will proceed for their affiliations with same grades clubs only, not with all grade clubs. After the completion of affiliations the Board will share all the information with club members and will clearly mention about grades and specialties of affiliated clubs, where ever they will get benefits of affiliation globally. First party will be responsible for this, according to affiliation agreement.

y) Rights of Members:

Only members will get the services of Club exclusively, outsiders will not be entertained. Outsiders only could enter with member as guest. Club will not take any booking from outsider for marriage, party, lawn etc. this facility is exclusively available for members and their family only and also bounded to entertain all affiliated club members as local member without any extra charges.

z) Membership (Transfer/ Gift/ Sell):

Club member will have authority to transfer his membership to his nominee/ gift or sell to anyone. Rules will be decided mutually between by both Parties.

aa) Identity Card:

Only first party is authorized to issue identity cards to members, which will be acceptable at all affiliated clubs.

bb) Identity Card Fees:

Every member has to pay fee of Rs. 1000/- each identity card.

cc) Temporary Identity Card:

Second party can issue temporary identity card to member for a limited time period, which will be acceptable in local branch only.

dd) Special Rights Of Members:

All Club facilities to be provided to Club members through affiliations will be taken care by second party and on other side our club members, who are travelling in to another city should also get all facilities under members exchange services will be first party responsibility as per their affiliation agreement.

ee) Membership Termination:

Member should follow the guidelines of Club and should not involve in any illegal activity, if found than his membership will be terminated without any explanation. Not any fee amount will be refundable. Member could not sue in the court and the board decision will be final.

ff) Kitty Parties Facility:

Special attention will be given to Ladies members for arranging kitty parties, religious and cultural programs.

gg) Pick & Drop Facility:

On personal request by member, Pick & Drop facilities will be provide at nominal charges.

hh) National & International Tours:

Club will arrange National & International Tours for members according to their interest, at very nominal charges in their affiliated Clubs/ Hotel & Resorts on behalf of members exchange services.

ii) Local Festivals:

Club will organize time to time cultural programs and events on festivals etc. and will also invite their precious members on these occasions. Every year on 21st September on the Birthday of Great Freedom fighter Seth Sh. Narayan Das Ji, will celebrate as their Foundation Day/ Day of Inspiration.

jj) National Sign:

Club shall have statues and photographs of Great Personalities in the corridor and also will install the Pictures of great freedom fighter Seth Sh. Narain Das Ji and Lala Ram Narain Gupta ji, in reception area with two pictures suggested by second party.

kk) National Flag:

Club management will manage the space for National Flag Hosting and also will take care to follow all guidelines specified by Indian Government regarding the matter. Second party will be responsible for any mismanagement.

ll) Program Arrangements:

First party can organize events like star night, fashion week etc. with the help of branch office to attract more and more memberships. Second party have to organize a big event within 60 days of club establishment.

mm) Prayer:

Club is under the blessings of GOD, his divine soul will be there in his statue and to be worshiped both time in Day and Evening according to belief of second party.

nn) Income from Advertisements:

Any advertisement, Boards & Banners of big brands can be installed after the mutual consent of both parties. This could be a good provision of Income.

oo) Representative:

Both parties can issue the power of attorney to their representatives for any work.

pp) Lease:

Club can be leased out with mutual consent and rules will also be decided between both Parties.

qq) Assignment Of Partnership Rights:

Both parties are authorized to appoint partner with mutual consent or can share their individual profit in special conditions, nobody will object.

rr) Counters on Agreement:

Both parties can allot the space in the club, on agreement with mutual consent to major brands only like Pizza hut, Costa Coffee, Giani's, Mc Donalds, Subway, Vandana Luthra etc.

ss) Chairman Office:

Office for Chairman should establish according to requirement between 1000 feet to 2000 feet. Office staff and other expenses will pay by club only.

tt) Managing Director Office:

Office for Managing Director should establish according to requirement between 1000 Sq. feet to 2000 Sq. feet. Office staff and other expenses will pay by club only.

uu) Chairman House:

A house for Chairman should be established in at least 3000 Sq. feet and should maintain with all modern facilities for him and his representatives.

vv) Managing Director House:

A house for Managing Director should be established in at least 3000 Sq. feet and should maintain with all modern facilities for him.

ww) Sponsorships:

1. Second Party is authorized to sponsor any event in local area, if required but will intimate first party for the same and will also send pictures of that event so that can be used for promotions.
2. First Party is authorized to sponsor any event in Club area if required but with the help of local partner (Second Party).

xx) Arbitrator:

In case of any dispute that can be resolved mutually or as special provision an arbitrator can be appointed for solution. Under the dispute, both parties can pass their own partnership to third party with mutual consent but in that case second party shall not authorised to use any Brand related rights, which were given them during this agreement period till the issue resolved and they have to change their club name too if dispute not resolved.

yy) Jurisdiction:

If the Second Party is found to be in breach of Agreement, the First Party reserves all rights to take an appropriate legal action, whether civil or criminal, against the Second Party or any of its designee. That subject to the Arbitration clause, all disputes between the parties shall be subject to jurisdiction of courts in Delhi/ New Delhi.

11. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this Agreement and amalgamates all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement as duly set forth.

12. Notices

Any notice or other communication as above shall be deemed given and received on the date of delivery or on the 5th Business day, whichever is earlier, following the day of mailing of the same by prepaid registered mail or by courier delivery service with return receipt requested to the party to be notified at the addresses set forth:

If to the **FIRST PARTY:**

Name: _____

Address: _____

If to **SECOND PARTY:**

Name: _____

Address: _____

IN WITNESS WHEREOF, the Parties have hereto put their respective hands on the day and the year first hereinabove written.

First Party
Through its Chairman **Dr. Bijendra Agarwal**

Second Party
Through its authorised signatory _____

WITNESS:

1.

2.

JOINT VENTURE Fees

List of proposed cities for Gymkhana Club

S.No.	CITY NAME	FEES (IN CR.)	S.No.	CITY NAME	FEES (IN CR.)
ANDHRA PRADESH					
1	Amaravathi	5	51	Karwar	2
2	Vishakapatanam	5	52	Jamkhandi	2
3	Vijayawada	4	53	Gokak	2
4	Tirupathi / Sri Balaji	4	54	Sirsi	2
5	Anantapur	4	55	Bidar	2
6	Kurnool	3	56	Bijapur / Vijayapura	2
7	Chittoor	3	57	Gulbarga / Kalaburagi	2
8	Rajahmundry	3	58	Pattadakal / Pattadakallu	2
9	Guntur	2			
10	Mantralayam	2		TAMIL NADU	
11	Nellore	2	59	Chennai	5
12	Kakinada	2	60	Coimbatore	5
13	Srikakulam	2	61	Hosur	4
14	Kalyandurg	2	62	Vellore	4
			63	Tiruchirapalli	4
			64	Madurai	4
15	Greater Hyderabad	5	65	Ooty / Udhagamandalam	4
16	Hyderabad / Secunderabad	5	66	Dharmapuri	3
17	Greater Warangal	4	67	Krishnagiri	3
18	Warangal	4	68	Tiruppur	3
19	Karimnagar	3	69	Pudukotai	3
20	Mahbubnagar	3	70	Salem	3
21	Nizamabad	3	71	Thanjavur	3
22	Adilabad	2	72	Erode	3
23	Nalgonda	2	73	Karaikudi	3
24	Khammam	2	74	Thoothukudi	3
25	Kaleshwaram	2	75	Kodaikanal	3
26	Vemanpally	2	76	Virudhunagar	2
27	Nirmal	2	77	Yercaud	2
28	Medak	2	78	Thirukoilure	2
			79	Chepet	2
			80	Kanchipuram	2
			81	Ranipet	2
			82	Tindivanam	2
			83	Thiruvannamalai	2
			84	Tirunelveli	2
			85	Dindigul	2
			86	Cuddalore	2
			87	Nagercoil	2
			88	Kanyakumari	2
				KERALA	
29	Bengaluru	5	89	Thiruvananthapuram	5
30	Mangaluru	5	90	Kochi / Ernakulam	5
31	Mysore / Mysuru	4	91	Thrissur	4
32	Hubballi / Dharwad	4	92	Kollam	4
33	Belagavi	4	93	Alappuzha	3
34	Tumakuru	4	94	Palakkad	3
35	Ballari	4	95	Kozhikode	3
36	Hosapete / Vijayanagara	4	96	Kottayam	2
37	Madikeri / Coorg	3	97	Munnar	2
38	Davangere	3	98	Kannur	2
39	Shivamogga	3	99	Kasaragod	2
40	Chikmagalur	3			
41	Mandya	3			
42	Hassan	3			
43	Gokarna	3			
44	Dharmasthala	3			
45	Kolar	3			
46	Kolar Gold Fields (KGF)	2			
47	Haveri	2			
48	Thirthahalli	2			
49	Hiriyur	2			
50	Udupi	2			

S.No.	CITY NAME	FEEES (IN CR.)	S.No.	CITY NAME	FEEES (IN CR.)
JAMMU & KASHMIR			TRIPURA		
100	Jammu	5	142	Agartala	2
101	Srinagar	4	143	Ambassa	1
102	Anantnagar	3	144	Udaipur	1
103	Baramulla	2	UTTARAKHAND		
LADHAK			145	Dehradun	3
104	Leh	3	146	Rudrapur	2
ARUNACHAL PRADESH			147	Nainital	2
105	Itanagar	3	148	Mussoorie	2
106	Dirang	2	149	Haldwani	2
107	Pasighat	2	150	Rooke	2
ASSAM			151	Haridwar	2
108	Guwahati	3	152	Rudraprayag	1
109	Tezpur	2	HIMACHAL PRADESH		
110	Golaghat	2	153	Shimla	3
111	Bongaigaon	2	154	Manali	2
112	Nagaon	1	155	Dharmashala	2
113	Sivasagar	1	156	Hamirpur	1
114	Dibrugarh	1	157	Chamba	1
115	Tinsukia	1	158	Mandi	1
116	Dhubri	1	CHHATTISGARH		
NAGALAND			159	Raipur	3
117	Kohima	2	160	Naya Raipur	3
118	Dimapur	2	161	Bilaspur	3
119	Mokokchung	1	162	Korba	2
MANIPUR			163	Ambikapur	2
120	Imphal	2	164	Jagdapur	2
121	Bishnupur	1	165	Champa	2
122	Churachandpur	1	166	Pathalgaon	2
MEGHALAYA			167	Damtari	2
123	Shillong	2	BIHAR		
124	Cherrapunji	2	168	Patna	5
125	Tura	1	169	Bhagalpur	3
MIZORAM			170	Gaya	3
126	aizawl	2	171	Motihari	3
ODISHA			172	Darbhanga	3
127	Bhubaneswar	5	173	Bihar Sharif	2
128	Cuttack	3	174	Purnia	2
129	Sambalpur	3	175	Chapra	2
130	Rourkela	3	176	Begusarai	2
131	Puri	2	177	Aurangabad	2
132	Bhawanipatna	2	178	Bettiah	2
133	Sonepur	2	179	Muzaffarpur	1
134	Balasore	2	180	Sitamarhi	1
135	Brahmapur	2	181	Madhepura	1
136	Paralakhemundi	2	182	Naugachhia	1
137	Rayagada	2	183	Jamui	1
SIKKIM			JHARKHAND		
138	Gangtok	3	184	Ranchi	2
139	Pelling	1	185	Hazaribagh	2
140	Lachung	1	186	Dhanbad	2
141	Namch / Namtse	1	187	Jamshedpur	2
			188	Gumla	1
			189	Daltonganj	1
			190	Dumka	1
			191	Giridih	1

S.No.	CITY NAME	FEES (IN CR.)	S.No.	CITY NAME	FEES (IN CR.)
HARYANA			RAJASTHAN		
192	Gurugram	5	246	Jaipur	5
193	Panchkula	4	247	Ajmer	4
194	Faridabad	4	248	Bilwara	4
195	Rohtak	4	249	Jodhpur	4
196	Panipat	3	250	Udaipur	4
197	Karnal	3	251	Bikaner	3
198	Kaithal	3	252	Mount Abu	3
199	Kurukshetra	2	253	Kota	3
200	Hisar	2	254	Alwar	3
201	Yamuna Nagar	2	255	Nagaur	2
202	Ambala	2	256	Phalodi	2
203	Sonipat	2	257	Banaswara	2
204	Sirsa	2	258	Chittorgarh	2
205	Pehowa	2	259	Sri Ganganagar	2
206	Bhiwani	2	260	Barmer	2
GOA			261	Jhalrapatan	2
207	Panaji / Panjim	5	262	Fateh Garh	2
208	North Goa	5	263	Sardarshahar	2
209	South Goa	5	UTTAR PRADESH		
PUNJAB			264	Lucknow	5
210	Ludhiana	5	265	Greater Noida	5
211	Amritsar	5	266	Noida	5
212	Jalandhar	5	267	Kanpur	4
213	Patiala	4	268	Agra	4
214	Mohali	4	269	Ghaziabad	4
215	Bathinda	4	270	Ayodhya	4
216	Hoshiarpur	3	271	Prayagraj	3
217	Muktsar	3	272	Varanasi	3
218	Gurdaspur	2	273	Mirzapur	3
219	Mansa	2	274	Meerut	3
220	Moga	2	275	Muzaffarnagar	3
221	Ferozpur	2	276	Mathura	3
222	Rupnagar	2	277	Rampur	2
223	Faridkot	2	278	Sultanpur	2
224	Barnala	2	279	Gorakhpur	2
225	Sangrur	2	280	Fatehpur	2
226	Malout	2	281	Jaunpur	2
227	Malerkotla	2	282	Azamgarh	2
228	Pathankot	2	283	Lakhimpur	2
229	Sito Gunno	2	284	Faizabad	2
230	Abohar	2	285	Bareilly	2
231	Fazilka	2	286	Moradabad	2
232	Gumjal	2	287	Aligarh	2
233	Talwandi Sabo	2	288	Etawah	2
234	Rajpura	2	289	Bulandshahr	2
235	Anandpur Sahib	2	290	Saharanpur	2
236	Phagli Mama	2	291	Jhansi	2
237	Behrampur	2	292	Renukoot	2
238	Lehragaga	2	293	Hathras	2
CHANDIGARH			294	Banda	2
239	Chandigarh	5	295	Fatehpur Sikri	2
NEW DELHI			296	Amethi	2
240	North Delhi	5	297	Raebareli	2
241	South Delhi	5	298	Lalitpur	2
242	East Delhi	5	299	Madhavpur Shukulpur	2
243	West Delhi	5	300	Shamli	2
244	Dwarka	4	301	Najibabad	2
245	Rohini	4	302	Pilibhit	2
			303	Puranpur	2

S.No.	CITY NAME	FEES (IN CR.)	S.No.	CITY NAME	FEES (IN CR.)
304	Basti	2	359	Pune	5
305	Ballia	2	360	Pimpri chincwad	4
306	Deoria	2	361	Nashik	4
307	Kushinagar	2	362	Nagpur	4
308	Jaunpur	2	363	Aurangabad	3
309	Pratapgarh	2	364	Solapur	3
	MADHYA PRADESH		365	Nanded	3
310	Bhopal	5	366	Kolhapur	3
311	Indore	5	367	Ahmednagar	3
312	Gwalior	4	368	Mahabaleshwar	2
313	Jabalpur	4	369	Ratnagiri	2
314	Ujjain	3	370	Jalgaon / dhule	2
315	Sagar	3	371	Amravati	2
316	Shivpuri	3	372	Akola	2
317	Vidisha	3	373	Malegoan	2
318	Khandwa	2	374	Wardha	2
319	Khajuraho	2	375	Yavatmal	2
320	Rajgarh	2	376	Shirdi	2
321	Rewa	2	377	Satara	2
322	Narsinghpur	2	378	Chandrapur	2
323	Bhind	2	379	Badlapur	2
324	Dewas	2	380	Palghar / vasai	2
325	Guna	2	381		
326	Chhindwara	2	382		
327	Multai	2		WEST BENGAL	
	GUJRAT		383	Kolkata	5
328	Ahmedabad (Gift City)	5	384	New Town Kolkata	5
329	Ghandinagar	5	385	Howrah	4
330	Surat	5	386	Kharagpur	4
331	Vadodara	4	387	Durgapur	4
332	Rajkot	4	388	Burdwan	4
333	Jamnagar	3	389	Berhampore	3
334	Junagadh	3	390	Rampurhat	3
335	Surendranagar	3	391	Darjeeling	3
336	Amreli	2	392	Midnapore	3
337	Bhavnagar	2	393	Krishnanagar	2
338	Songadh	2	394	Siliguri	2
339	Mehsana	2	395	Arambag	2
340	Santrampur	2	396	Digha	2
341	Tharad	2	397	Pakur	2
342	Kutch	2	398	Asansol	2
343	Bharuch	2	399	Purulia	2
344	Bhuj	2	400	Mukutmanipur	2
345	Bagasara	2	401	Malda	2
346	Savar Kundla	2	402	Jalpaiguri	2
347	Jetpur	2		Cooch Behar	2
348	Jasdan	2		DAMAN AND DIU	
349	Porbandar	2	403	Daman	3
350	Palanpur	2	404	Diu	3
	MAHARASHTRA			DADRA AND NAGAR HAVELI	
351	Greater mumbai (south Mumbai)	5	405	Silvassa	3
352	Navi - Mumbai Panvel	5		PUDUCHERRY	
353	Bandra	5	406	Puducherry	4
354	Andheri	4		ANDAMAN AND NICOBAR ISLANDS	
355	Malad	4	407	Port Blair	3
356	Thane	4		LAKSHADWEEP	
357	Kalyan	4	408	Kavaratti	2
358	Vashi	4			



Inauguration Gymkhana Club Services (1866) Limited





Launching & Press Meet at Press Club of India, N.D.





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