

## **MALABAR HILL CLUB LIMITED**

### **BYE-LAWS**

#### **GENERAL**

1. In these Byelaws the expression the "Club" "Members" the "Executive Committee" "The Secretary", and "Local Area" shall have the same meaning as in the Articles of Association of the Club.
2. "Club Premises" shall include the Club House and all premises intended for the use of members.

#### **MEMBERSHIP**

##### **3. FOUNDER, LIFE AND ORDINARY MEMBERS.**

- 3A. Founder, life and ordinary members are those members who have been selected members of the club after going through the balloting process of the club and who have paid the relevant membership entrance fee for the respective category of membership that they have been selected in.
- 3B. Only Founder, Life and Ordinary members have the right to vote on matters pertaining to the club at the Annual General Meeting and any other Extra Ordinary Meeting that may be called by the Executive Committee of the Club.
- 3C. Only Founder, Life and Ordinary members shall have the right to stand for election to the Executive Committee of the Club and be a part of the same.
- 3D. Only Founder, Life and Ordinary members of the club shall be permitted to apply for their children's membership at the club under the category of member children as per the rules framed for the same by the Executive Committee from time to time
- 3E. Ordinary members shall pay an annual subscription fee as may be decided by the Executive Committee from time to time while Founder and Life members shall not pay any subscription fee.

##### **4. TEMPORARY MEMBERS**

- 4A. Every Candidate for admission as a Temporary Member shall be proposed by one and seconded by another member (either being an Ordinary or Life Member), both of whom must be personally acquainted with him and responsible for his eligibility. The proposal for Temporary Membership shall be in writing and shall be signed by the Candidate and his proposer and seconder and shall be in the prescribed form or such other form as may from time to time be prescribed. The declaration at foot of the proposal shall be signed by the Candidate. The applicant for Temporary Membership shall not ordinarily reside within the Local Area as defined in the Article of Association of the Club.

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- 4B. Upon receipt of the proposal the Secretary shall, if he is satisfied as to the eligibility of the candidate, countersign the same and place it before two members of the Executive Committee, who shall under their signature signify whether the proposal is accepted or not. If the proposal is accepted, the fact shall be notified to the candidate in writing by the Secretary with a request to pay his local subscription in advance and upon such payment but not otherwise he shall be admitted to the privileges of Temporary Membership and shall be bound by the Memorandum and Articles of Association of the Club and the Bye-Laws for the time being in force. If, however, the Secretary is not satisfied as to the eligibility of the candidate, he shall inform the proposer accordingly and shall further, only if requested by the proposer in writing, place the proposal before the Executive Committee, who may admit or reject the same.
- 4C. Temporary Membership shall cease if the proposer or seconder withdraws his support or ceases to be a member of the Club for any reason whatsoever unless the proposal is signed by another member (being an Ordinary or a Life Member) either as proposer or seconder as may be the case.
- 4D. Ordinarily the aggregate period for Temporary Membership in any one calendar year shall not exceed 60 days but the same may, with the express permission of the Executive Committee, be extended to an aggregate period of 120 days. Any Temporary Member who has enjoyed the privilege of Temporary Membership for an aggregate period of 120 days in any calendar year shall not be entitled to again become a Temporary Member till the end of that calendar year, provided however that the Executive Committee may, on the application of the Temporary Member made thirty days prior to the period of Temporary Membership of 120 days expires, extend the period of Temporary Membership for such period as they may in their absolute discretion think fit, but however not exceeding an aggregate of 180 days. No person shall again be eligible for re-election as a Temporary Member of the Club until three months after the end of the last period.

## **5 TEMPORARY MEMBERSHIP FOR EXPATRIATES**

- 5A. Temporary membership may be granted to expatriates i.e. foreign passports holders who are on deputation in India on work on behalf of Companies that are headquartered out of India.
- 5B. This membership shall be granted only to the individual making the application and shall be valid for a period of 1 year renewable annually up to a maximum period of 3 years. However, the applicant's spouse and 3 dependent children up to the age of 18 years shall be permitted to use the Club facilities as per the existing rules of the club applicable to Members's dependent families.
- 5C. Only Senior Management Employees of Foreign Companies shall be eligible under this category of Temporary Membership, and the applicant shall submit along with the application, a copy of his/her foreign nationality passport, a confirmation of employment by his/her foreign company employer, a valid work permit endorsed by the Government of India permitting him/her to work in India.
- 5D. An applicant under this category of Temporary membership shall have to go through the Balloting process before being granted membership and this membership so granted shall not be transferable to any other person under any circumstances.

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- 5E. The annual fees and/or subscription payable by such Temporary Members shall be as decided by the Executive Committee from time to time.

## **6. SERVICE MEMBERS**

- 6A. This category of membership shall apply to applicants who are in Government service at the time of their application and their qualification to apply for membership under this category shall be subject to the following Criteria:
- a) The applicant must be in ongoing government service on an employment basis and not appointed by the Government on a contractual basis for a fixed term
  - b) The applicant must be posted within the limits of the MCGM (Municipal Corporation of Greater Mumbai).
  - c) The applicant must be under Government service with a pay level of 13 or above.
  - d) The applicant must be of the specified rank of Government service and equivalent ranks shall not be considered under the qualifying criteria
  - e) The applicant must submit a letter from his/ her department of service recommending their candidature and confirming their good standing in Government service, which letter shall be submitted again at the time of renewal of their service membership should the occasion arise
  - f) Applicants employed by Government aided, Government funded and Semi-Government Organizations shall not be considered for qualification under this category
  - g) Applicants seeking membership under this category must furnish along with a request seeking membership, a declaration from their department concerned, explicitly confirming that the applicant meets all the above criteria and it must be accompanied by all relevant supporting documents. Application forms under this category shall only be issued subject to receipt of the above-mentioned documents.
- 6B. Every Candidate for admission as a Service Member shall submit a proposal for Service Membership in writing signed by the Candidate in the prescribed form or such other form as may from time to time be prescribed. The declaration at foot of the proposal shall be signed by the Candidate.
- 6C. Upon receipt of the proposal the Secretary shall, if he is satisfied as to the eligibility of the candidate, countersign the same and place it before two members of the Executive Committee, who shall under their signatures signify whether the proposal is accepted or not. If the proposal is accepted, the fact shall be notified to the candidate in writing by the Secretary with a request to pay his local subscription in advance and upon such payment but not otherwise he shall admitted to the privileges of Service Membership and shall be bound by the Memorandum and Articles of Association of the Club and the Bye-Laws for the time being in force. If, however, the Secretary is not satisfied as to the eligibility of the candidate, he shall inform the Candidate accordingly and further shall only if requested by the Candidate in writing, place the proposal before the Executive Committee, who may admit or reject the same.
- 6D. Ordinarily the initial period of Service Membership shall be for 24 months, which may be extended for further periods as per the discretion of the Executive Committee. Any Service Member who has enjoyed the privilege of Service Membership for an aggregate period of 6 years shall not be entitled to become a Service member of the Club for another one year from the last day of his termination of membership. Provided however that the Executive Committee may, on the application of the Service member made fifteen days prior to the period of Service Membership of 6 years expires, extend the period of Service membership for such period as they may in their absolute discretion think fit.

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- 6E. A member who is currently a Service Member of the CLUB for an uninterrupted and continuous period of 5 years or more calculated from the date of his first becoming a Service Member under the Club's Rules and regulation or such other date from which he/she became a Service Member again after a passage of time has the option to apply for conversion of service membership to Ordinary Membership of the CLUB on full payment of the Fees as laid down here-in-below:
- a) Pay a conversion fee of Rs. 1,25,000/- (Rupees one lakh twenty-five thousand only) exclusive of all applicable taxes, for conversion of service membership to Ordinary Membership.
  - b) Upon conversion, pay an annual subscription fee of Rs 5,00,000/- (Rupees Five lakh only) exclusive of all applicable taxes, which subscription fee, shall be subject to revision by the Executive Committee from time to time.
  - c) The applicant shall furnish proof of the applicant being in government service as a gazetted officer, at the time of being elected.
  - d) The candidate will have to go through the balloting process for membership as per the rules pertaining to new applications in the general ordinary membership category.

If the member does not exercise the option to become an Ordinary member, as above then he can continue as a Service Member but subject to the terms of Byelaw 6D above.

- 6F. A service member who has been a service member of the club for an aggregate period of 10 years shall have the option to convert the service membership to Life membership by paying a conversion fee equivalent to 50% (fifty percent) of the prevailing General Category Life Membership Entrance Fee in force at the time of his / her application for the same. The candidate will have to go through the balloting process for membership as per the rules pertaining to new applications in the general life membership category.
- 6G. On being admitted as an Ordinary or Life Member of the CLUB, such member shall have the rights and privileges as are otherwise applicable to the category of Ordinary and Life members including the right to vote and he/she shall be bound by all the provisions regarding ordinary and life members as contained in the Articles of the Association and Bye-Laws, save and except that the children of such members cannot apply for membership of the Club in their capacity as members' child unless the parent has a membership standing of minimum 10 years under the Ordinary or Life membership category and the child is also otherwise eligible and qualifies under the provisions of the Articles/Bye-Laws/Rules and Regulations of the Club relating to such children's membership.
- 6H. All debts due to the Club by a Temporary member and all other liabilities incurred by him will be deemed to have been guaranteed by his proposer and seconder who shall be jointly and severally liable for the same.
- 6I. Subject to the restrictions imposed by the Articles of Association of the Club and by the Byelaws and all other rules and regulations for the time being in force, every Temporary or Service Member shall be entitled to all the advantages and privileges of Membership of the Club and shall be subject to the Articles of Association, Bye-Laws, Rules and Regulations of the Club.
- 6J. No Temporary or Service Member shall have any claim to any share in or right to the property of the Club.

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- 6K. If any Temporary or Service Member fails to pay his subscription on or before the 10th day of each month and his bills within one week from the date of the submission of the bills to him, his supplies will be stopped, and he shall be liable to have his Temporary or Service Membership terminated.

## **7. CORPORATE MEMBERS**

- 7A. On receipt of intimation from the CLUB that an application of a body corporate for membership shall be placed for ballot before the Balloting Committee on a particular day, the corporate shall file with the CLUB a certified true copy of a resolution of its board directors as to the name and particulars of the "person/persons" whom the body corporate proposes to nominate for the time being for membership on its behalf.
- 7B. The entrance fee payable by the Body Corporate shall be as per that prevailing fee as fixed by the Executive Committee from time to time, for One or Two nominees, payable in one instalment before election. The Body Corporate, which has applied for Corporate membership, shall however pay to the CLUB the said amount of entrance fee before appearing for introduction to the Balloting Committee. In the event of the Body Corporate being elected, the amount so received shall be appropriated towards the entrance fee payable on election and in the event of the body corporate not being elected as member of the CLUB, the amount so received shall be refunded to the body corporate without interest and any taxes paid included GST.
- 7C. The body corporate shall at any time during its membership be entitled to nominate more than 2 nominees but up to a maximum of 4 nominees in all, provided however that for each of the third and fourth nominee, the corporate member shall pay an additional amount per nominee, as prevailing at the time of the body corporate nominating the additional nominees, as entrance fee payable before such nominee/nominees appear for acceptance before the Balloting Committee as provided in Bye-Law 25 below. In the event of the nominee/nominees being accepted, the amount so received shall be appropriated towards the entrance fee payable on acceptance and in the event of the nominee/nominees not being accepted, the amount so received shall be refunded without interest and any taxes paid including GST. Provided however, that in case any nominee/nominees are nominated at any time after the corporate membership has commenced, such nominee/nominees shall notwithstanding the date of his/her nomination cease to enjoy the rights as nominee/nominees on cessation of the membership of the corporate member under Byelaw 7K below. If a corporate, wishes to nominate more than the maximum of 4 nominees per corporate membership, then the Corporate shall be is entitled to take out more than one membership based on the number the nominees it wishes to nominate with no more than 4 nominees per membership taken.
- 7D. The Corporate membership shall commence on the date the body corporate is elected as Corporate Member and shall, subject to the provisions of the Articles of Associations of the CLUB and its Bye-Laws, cease on the expiry of ten years from the date of election and on such ceasing, no part of the entrance fee paid by the body corporate member shall be refundable nor shall any part of the entrance fee be refundable in case the Corporate Membership ceases prematurely for any reason whatsoever. At the expiry date of the period mentioned above, the Corporate Membership shall automatically come to an end without any further action or intimation to be taken or given by the CLUB.

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- 7E. During the subsistence of Corporate membership, a corporate member shall have a right to nominate up to four directors subject to such specifications as may be prescribed by the Executive Committee from time to time or four officers provided he/she/they are of the rank as defined from time to time under the Companies Act, 2013 or any statutory modification thereof for the time being in force, (hereinafter referred to as "the Corporate Nominee") by filing with the Honorary Secretary of the CLUB's certified true copy of the resolution of the Company specifying therein the name, designation or the office held in the Company, residential address and such other particulars as may from time to time be prescribed by the Executive Committee. The Body Corporate shall have right to withdraw at any time such nomination by filing with the Honorary Secretary of the CLUB a certified true copy of the resolution of the Company in that behalf and on such Corporate Nominee not being elected as provided hereinafter, the Corporate Member shall have the same right of nomination of another Corporate Nominee as mentioned above.
- 7F. A corporate nominee so long as his nomination subsists shall have the right to use the CLUB as a Member of the CLUB but neither such nominee nor the Company shall be entitled to the right to vote and/or to stand as a candidate for election to the Executive Committee.
- 7G. Apart from the entrance fee paid by the Body Corporate as hereinabove, the Company/Corporate Nominee shall be liable to pay a sum, as prevalent at the time, per annum per nominee as Annual Subscription and the payment of such subscription and all its dues shall be the joint and several liability of the Corporate Member and the Corporate Nominee. The first such Annual Subscription shall be paid on election irrespective of which month the Corporate Member/nominee/s is/are elected/accepted and thereafter the annual subscription shall be paid on the 1st day of April in each year. Subscription shall not be refundable for any reason. The last subscription payable in the 10<sup>th</sup> and final year of the corporate membership shall be chargeable on a pro-rata basis from April 1<sup>st</sup> of that year, for the number of months that the corporate shall be a member in that year and this shall be charged and paid along with the subscription to be paid at the for the 9<sup>th</sup> year.
- 7H. A Corporate member and Corporate Nominee shall be governed by the same discipline and shall be subject to the same Articles, Byelaws, Rules and Regulations as any member of the CLUB.
- 7I. A Corporate Nominee shall cease to enjoy all rights given to him under the Bye-Laws as soon as his nomination is withdrawn by the Corporate Member as mentioned above and the Corporate Nominee shall also be subject to the same provisions as to ballot and he shall go through the same procedure as an Ordinary Member before he is accepted as a Corporate Nominee provided however that the Corporate nominee shall not be placed on the waiting list of Ordinary members prior to coming up for ballot.
- 7J. The Executive Committee shall have, notwithstanding anything contained in any rule, regulation or Bye-Law of the CLUB, the right from time to time to add or to alter or vary any rules and regulations, Bye-Laws, terms and conditions governing or affecting the Corporate Membership and the Corporate nominee and the same shall be binding on the Corporate Member and the Corporate Nominee for the time being.
- 7K. The Corporate Nominee shall cease to enjoy all rights whatsoever conferred upon him or given under these Byelaws immediately on cessation of the membership of the Corporate Member under these Bye-Laws.

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**8. MEMBER'S DEPENDANT FAMILY**

- 8A. The spouse and/or the unmarried daughters of 18 years of age or over of a member (hereinafter called such spouse and/or unmarried daughters) may ordinarily be admitted to and have the use of the Club premises and be entitled to all the advantages and privileges of membership subject to such restrictions as may be imposed by the Bye-Laws and other Rules and Regulations of the Club for the time being in force. All other relatives of a member may be introduced as guests subject to the Bye-Laws relating to guests.
- 8B. Such spouse and/or unmarried daughters shall observe and conform to the Articles of Association, Bye-Laws and other Rules and Regulations of the Club and on failure to do so, the advantages and privileges conferred on them by these Bye-Laws may be withdrawn.
- 8C. Unless expressly excluded by these Bye-Laws such spouse and/or unmarried daughters may play or take part in all games played in the Club and the fees therefore shall be the same as are payable by members unless otherwise provided.
- 8D. Such spouse and/or unmarried daughters may sign for games played and for supplies and the same shall be chargeable to the member.
- 8E. The sons and unmarried daughters of members under the age of 18 years shall be entitled to participate in the game's activities of the Club and at any other activities of the Club as may be permitted by the Executive Committee.
- 8F. The rights and privileges conferred by the Bye-Laws 8A to 8E hereinabove on such spouse and/or unmarried daughter above the age of 18 years and/or son or unmarried daughter under the age of 18 years, shall cease if the member commits a breach of the Articles of Association or Bye-Laws or rules made thereunder and is prohibited from making use of the Club or from taking part in games or his/her supplies are stopped or if he/she intimates in writing to the Secretary that he/she does not desire his/her spouse and/or unmarried daughters of enjoy such rights and privileges.
- 8G. Notwithstanding the powers vested in the Hon. Secretary of the Club any Bye-Law enabling in that behalf, a member shall always be responsible for all acts and omission in the premises of the Club or elsewhere, in relation to and in connection with the activities of the Club of the members of his/her family viz. his/her spouse and/or unmarried daughters of 18 years of age or over and/or minor sons and/or daughters and for observance and performance of the provisions of the Bye-Laws or other rules and regulations of the Club for the time being in force and the Executive Committee shall be entitled to proceed to take suitable action against the member if it is found that any such member of his/her family has violated any Bye-Law or Rule or Regulation. The Executive Committee shall have power, after such member has been heard by the Executive Committee or its members present at a Meeting or a Disciplinary Sub-Committee appointed by the Executive Committee for the purpose, by resolution to take suitable action against such spouse, son or daughter including to suspend him or her from the Club for such period as the Disciplinary or Executive Committee may think fit or prohibit them from making use of the Club or from taking part in any activity of the Club. The member shall be responsible to ensure that so far as he/she is concerned, the resolution of the Executive Committee shall be carried out and if the Executive Committee is satisfied that the member has failed in his/her responsibility, then such member will be liable to be proceeded against under

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the Articles of Association of the Club or its Bye-Laws or other Rules or Regulations or the time being in force.

## **9. MEMBERS CHILDREN MEMBERSHIP**

- 9A. Only a Founder, Life or Ordinary member who has completed 10 years as a member of the club shall be eligible to propose his/her children above the age of 18 years for membership of the Club in Members Child category.
- 9B. Members Children shall, within a period of 2 years from the date of application for Life or Ordinary Membership, make themselves available to appear before the Balloting Committee for an interview, when called upon to do so. A failure to do so will result in the application being treated as void and a fresh application will need to be submitted.
- 9C. In case the applicant is not available in the country on account of pursuing studies or being employed overseas when he/she is called to appear before the Balloting Committee for an interview, then the applicant may make a special request for appearing before the Balloting Committee virtually through a Video Conference call and the same may be permitted by the Balloting Committee under such circumstances. The Balloting Committee shall call for special meetings using video conferencing for this purpose from time to time and only such applicants shall be permitted to participate in such meetings.
- 9D. The Executive Committee shall from time to time fix the membership fees payable by Members Children for Ordinary or Life membership as per their application, and the membership fee payable by the applicant shall be considered as that prevalent at the time of their call to appear before the Balloting Committee for an interview, irrespective of the date of their application for membership.
- 9E. In the event that an application for membership under this category is withdrawn after the fee is paid in total and prior to the call for an interview before the Balloting Committee, then and only then, will the amount paid be refunded to the applicant after deducting Administration Charges as may be decided by the Executive Committee and as prevalent then and without the refund of any taxes including GST, which may have been paid along with the membership fee.

## **10. MINOR MEMBERSHIP SCHEME**

This is a Scheme for payment by installments by eligible members for their child towards membership under the Members' Child category.

- 10A. Only members who have completed 10 years of membership as Founder, Ordinary or Life Members of the Club are eligible and can avail themselves of this scheme.
- 10B. A member can avail of the Scheme at any time after the member's child attains the age of 15 years i.e. after the child's 15th birthday.
- 10C. All installment payments made under this scheme shall be considered as interest-free deposits and shall have to be paid along with GST at the prevailing rate.
- 10D. The total installments payable toward the membership fee shall be 7 installments and shall be calculated as per the membership fee prevalent at the time of entry into the scheme. The number of installments to be paid at the time of entry into the scheme shall be

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determined by the age of the child at the time of entry into the scheme. The last, that is the 7<sup>th</sup> installment of the Minor Membership fees shall be as payable when the child attains the age of 18 years and shall be as calculated considering the prevailing membership fee chargeable at the time of Balloting meeting at which the child is called to attend after adjusting for the previous installments paid under the scheme till then.

- 10E. An eligible member can apply for Ordinary or Life membership for his/her child under this scheme. Once an application has been made under Ordinary or Life membership under this scheme, and the 1<sup>st</sup> installment towards the same has been paid, the application cannot be changed from Ordinary membership to Life membership or vice versa thereafter.
- 10F. If a member chooses to opt out of the scheme at any point, the amounts paid towards the installments up to that point shall be refunded after deducting Administration Charges as decided by the Executive Committee which are prevalent then, and without any interest and without refund of any taxes including GST which may have been paid along with the installments made.
- 10G. In the event that at any given time 2 consecutive installments that are due and remain unpaid, then the club shall have the right to reject the applicant from the scheme and shall refund the deposits paid under the scheme back to the member, after deducting Administration Charges, as decided by the Executive Committee which are prevalent then, without any interest and without refund of the any taxes including GST that may have been paid along with the same.
- 10H. Once a member opts out of the scheme or is rejected from the scheme for any reason whatsoever, the member shall no longer be eligible to avail of the scheme again for that child. The member can however make a fresh application for his / her child under the Members Child category as and when the child attains the age of 18 years.
- 10I. On the Members child attaining the age of 18 years, the candidate child will be required to submit a separate form as an application for membership under the Members Child category along with the payment of the final (last) installment as calculated under Bye Law 38 and the application shall be placed in to the list of applications under the Members Child category as and when it is received.
- 10J. Once the application of member's minor child on attaining 18 years of age, is kept in the waiting list under Member's child category he/she will be allowed to use the Club as a Sports Member till he is elected as a member, on payment of yearly subscription as fixed by the Committee from time to time.
- 10K. In the event the membership of the parent member ceases for whatsoever reason, the minor child's name would be removed and installments would be refunded after deducting Administration Charges as decided by the Executive Committee which are prevalent then, and without any interest and without refund of the any taxes including GST that may have been paid along with the same. This provision will not apply in cases where the parent member expires and his/her widow takes up membership under the widow category.
- 10L. Members opting for Minor Membership Scheme (installments) should note that the Entrance Fee are subject to change from time to time and therefore the final installment will be payable as calculated based on the prevailing charges as per the date of Balloting after adjusting for the installment previously paid.

- 10M. This scheme is just a facility to the Members and does not freeze the Membership Entrance Fee as on the date of entering the scheme in any manner whatsoever and should not be construed as doing so.

### **11. SPORTS MEMBERSHIP FOR MEMBERS CHILDREN**

- 11A. Any Member who has completed a minimum of 5 years of membership of the Club but has not completed 10 years of membership of the Club and who has a child who has attained the age of 18 years, shall be eligible to propose his/her child for "Sports Membership" of the Club, for his/her child.
- 11B. This Sports Membership shall be granted for a period from the date of acceptance of the application/proposal up to the date on which the Member making the proposal/application attains 10 years of membership of the club and shall cease immediately thereafter. The Member is then eligible to make a fresh application for "Sports Membership" for his/her child as per the criteria elucidated under Bye Law 11C as hereinunder.
- 11C. Any Member who has completed 10 years of membership of the Club and who's Child has attained 18 years of age, and who has applied for membership under the Members Child category, shall be eligible to apply for "Sports Membership" for that child for the interregnum period between his/her application for membership under the Members Child category and the subsequent acceptance of the child as a member. This eligibility is only provided that such application is made within 60 days of the child having attained 18 years of age.
- 11D. The Sports Member shall be required to pay an interest free deposit be as determined by the Executive Committee from time to time, which shall be refunded on the Sport Member receiving membership under the Members Child Category. If the Sports Member does not opt for full membership under the Members Child category when called upon to do so, then the Sports Membership shall be forfeited along with the deposit that had been paid.
- 11E. The Sports Membership shall be charged an annual subscription for a financial year or part thereof at the time of taking the Sports Membership and for each financial year thereafter.
- 11F. The billing of the Sports Member shall be made to his/her Parent Member and the Parent Member shall be responsible for the dues of the Sports Member who is his/her child and shall be liable for all the consequences of non-payment of dues as per the rules of the Club.
- 11G. A Sports Member shall be required to pay the Membership fees that are prevalent at the time of his/her acceptance as a member under the Member Child category.
- 11H. A Sports Member shall follow all the rules and regulations of the Club as determined by the Executive Committee from time to time and also the Clubs Bye-Laws and Articles of Association.
- 11I. A Sports Members' membership shall be terminated immediately on the parent member ceasing to be a member of the Club.
- 11J. If the parent member expires then the Sports Member shall be eligible to re-apply for Sports Membership provided that the Spouse of the deceased parent member applies for and becomes a member as per the rules of the Club for Widow membership for a deceased spouse.

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- 11K. If both parents of a Sports Member expire during the tenure of the Sports Member membership, then he/she shall cease to be a Sports Member and shall not be eligible to re-apply for Sports Membership or Member Child Membership but may do so under the General Category of Membership.
- 11L. A Sports Member is only eligible to use the facilities of Badminton, Tennis, Table Tennis, Swimming Pool, Bridge and Mahjong Room, Billiards, Reading Room and Gymnasium and is eligible to use the food and beverage facilities on the Ground Floor verandah and Courtyard and on the 1<sup>st</sup> floor verandah and 1<sup>st</sup> floor portico terrace. A sports member is not permitted to use the restaurants and the permit room / bar unless expressly allowed to do so by the Club Management on a case-by-case basis.

## **12. WINDOW MEMBERSHIP**

- 12A. On the demise of a member of the Club, the widow of such demised member is eligible to apply to the Club for a conversion of the original members' membership to the said widow under the Widow Membership.
- 12B. Any application made by a widow of a deceased member has to be done in the prescribed manner and in the prescribed form within a period of 2 years from the date of demise of the member. Any application made beyond the period of 2 years from the date of demise of the member shall not be considered eligible or valid.
- 12C. All the pending dues of the deceased member must be settled prior to such an application being made.
- 12D. This conversion of deceased members membership to his/her widow shall be considered as a continuation of the existing rights and privileges of the deceased members spouse and not as fresh membership application. There will not be any membership charges to be paid by the applicant for widow membership save for an administrative charge which may be fixed by the Executive Committee from time to time.
- 12E. All such widow membership applications will go through the regular Balloting Committee process except that there shall be no requirement of a proposer or seconder or an interview.
- 12F. The Widow shall not be permitted to use the club till such time as the process of application and acceptance by the Balloting Committee is completed and a new membership number is allotted to the widow. The widow of the deceased member, on being accepted as a widow member, shall enjoy all the privileges of regular members including the right to vote.
- 12G. The tenure of the membership of a widow member under this scheme shall be considered as from the date of admission of the widow member under this membership category. However, for the purpose of the eligibility of the deceased members children to apply under the members child category, the deceased members original admission date shall be considered.
- 12H. In case at the time of the demise of the member and the conversion of the membership to widow membership for the spouse under this category, there is in existence an application for the members child under the Minor Membership scheme, then such application will be permitted to continue without considering any interim break provided that the installment

payments under the scheme are made in a timely manner and the widow member shall become the proposer of such application.

- 12I. It is expressly understood that the privileges of the widow member under this widow membership scheme stem from the original member and shall only be for the widow and the children of the deceased member. In the event the widow member remarries, the widow member shall not be permitted to introduce the new spouse or the children of the new spouse to the Club as dependents.

### **13. MEMBERSHIP FOR DIVORCED SPOUSES OF MEMBERS**

- 13A. The divorced spouse of a member shall be eligible to apply for membership under this category in the manner and against the payment of membership fees as determined by the Executive Committee from time to time.
- 13B. Such an application can be made only on the producing of a valid document providing proof of the same and within a period of 12 months of the date of such a document.
- 13C. A member's married daughter, on undergoing a divorce, shall be eligible to once again to be considered as a dependent unmarried daughter of the member, provided that the member produces a valid document providing proof of the divorce and re-introduces the daughter as a dependent in the records of the club.

### **14. ENTRANCE FEES**

- 14A. The Founder Members shall not be liable to pay any annual or other subscription.
- 14B. The minimum age to be eligible to become a member of the Club shall be 18 years.
- 14C. The Entrance fee payable by Life Members shall be Rs. 75,00,000/- (Rupees Seventy-Five Lakhs) or any such amount that may be fixed by the Executive Committee from time to time, which shall be payable in one or more installments on election.
- 14D. The Entrance Fee payable by Members' Children who are of the age of 18 years and less than 25 years, as on the date of grant of membership and whose parent member has completed 10 years as member of the club in good standing and who has applied for Life Membership is Rs. 15,00,000/- (Rupees Fifteen Lakhs) or any such amount that shall be fixed by the Executive Committee from time to time.
- 14E. The Entrance Fee payable by Members' Children who are of the age of 25 years and less than 35 years, as on the date of grant of membership and whose parent member has completed 10 years as member of the club in good standing and who has applied for Life Membership is Rs. 20,00,000/- (Rupees Twenty Lakhs) or any such amount that shall be fixed by the Executive Committee from time to time.
- 14F. The Entrance Fee payable by Members' Children who are of the age 35 years and above, as on the date of grant of membership and whose parent member has completed 10 years as members of the club in good standing and who has applied for Life Membership is Rs. 37,50,000/- (Rupees Thirty-Seven Lakhs Fifty Thousand) or any such amount that shall be fixed by the Executive Committee from time to time.
- 14G. Any existing Ordinary member desiring to become a Life member, shall pay an Entrance

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Fee shall be the difference between the Life membership fee prevalent at the time and the amount of Entrance Fee paid by him on his election as an Ordinary member of the CLUB.

- 14H. The entrance fee payable by Ordinary members shall be Rs. 50,00,000/- (Rupees Fifty Lakhs) or any such amount that may be fixed by the Executive Committee from time to time, which shall be payable in one or more installments on election.
- 14I. The Entrance Fee payable by Members' Children who are of the age of 18 years and less than 25 years as on the date of grant of membership, and whose parent member has completed 10 years as member of club in good standing and who has applied for Ordinary Membership is Rs. 5,00,000/- (Rupees Five Lakhs), or any such amount that may be fixed by the Executive Committee from time to time.
- 14J. The Entrance Fee payable by member's children who are of the age of 25 years and less than 35 years as on the date of grant of membership, and whose parent member has completed 10 years as members of the club in good standing and who has applied for Ordinary membership is 10,00,000/- (Rupees Ten Lakhs), or any such amount that may be fixed by the Executive Committee from time to time.
- 14K. The Entrance Fee payable by Members' Children who are of the age 35 years and above, as on the date of grant of membership, and whose parent member has completed 10 years as member of the club in good standing and who has applied for Ordinary Membership is Rs. 25,00,000/- (Rupees Twenty-Five Lakhs) or any such amount that shall be fixed by the Executive Committee from time to time.
- 14L. Children of Members are also accorded with the facility of making payment of the Entrance Fee in 2 equal six-monthly installments. The 1<sup>st</sup> installment shall be payable before appearing before the interview with the Balloting Committee.
- 14M. The installments payable by Ordinary Members and Life Members as provided by Bye-Law 14C and 14H shall be as under:

PAYMENT SCHEDULE	ORDINARY M/SHIP	LIFE M/SHIP
	Rs.50,00,000	Rs.75,00,000
Initial Payment 50%	Rs.25,00,000	Rs. 37,50,000
First Installment		
Second installment at the end of Six months		
Principal	Rs. 25,00,000	Rs. 37,50,000
Interest	Rs. 2,25,000	Rs. 3,37,500
	-----	-----
	Rs. 27,25,000	Rs. 40,87,500

It is clarified that in case of default of payment of any one installment including interest, the amount paid till then shall be forfeited and membership will also stand terminated forthwith. It is further clarified that although the candidate will be entitled to use the CLUB and its facilities during the period the installments are payable as aforesaid, however, the candidate concerned shall not be entitled to vote at any meeting of the CLUB until the full payment including interest as provided above is made and received by the CLUB.

- 14N. The Entrance fee payable by all the different categories of members as currently applicable shall be as per Schedule 1, as contained herein this document. The Executive Committee shall be entitled to review and amend and fix all entrance fees for all categories of membership to the Club from time to time.

## **15. SUBSCRIPTION**

- 15A. All Ordinary members shall pay an annual subscription as decided by the Executive Committee on election and thereafter on the 1st day of the Month of April in each year. The Subscription, payable at the current time, by Ordinary Members elected in various years shall be as enumerated in Schedule 2 herein and shall be subject to review and amendment by the Executive Committee from time to time.
- 15B. Widow Members, whose spouses were Ordinary Members at the time of their demise, shall pay annual subscription as was being paid by the deceased member at the time of his/her demise.
- 15C. The Subscription, payable at the current time, by Temporary Members and Temporary Expatriate Members, and Temporary Members staying in the Residential Rooms, shall be as enumerated in Schedule 2 herein and shall be subject to review and amendment by the Executive Committee from time to time.
- 15D. The Subscription, payable at the current time, by Service Members shall be as enumerated in Schedule 2 herein and shall be subject to review and amendment by the Executive Committee from time to time.

## **16. CLUB HOUSE**

- 16A. The Club shall generally open at 7 a.m. and close at 11 p.m. daily but the hours of operation of the club or specific sections of the Club may be altered as and when required by the Executive Committee from time to time.
- 16B. Permission to use the Club premises at the functions held by members after the closing hour will only be granted by the Secretary on the payment of such extra charges as may be fixed by the Secretary from time to time. The Secretary may, however, relax the provisions for extra charges at his discretion.
- 16C. Every member entering the club premises shall be required to always carry his identity card while present at the club. Any member may be asked by the club management staff to present his Identity card at any time and shall be obligated to do so when called upon. Every member shall establish his entry into the club premises by swiping his identity card at the reception or by any other electronic means which may be available at the time of entry. Any member who has not established his presence at the club as indicated hereinabove shall not be entitled to use any of the club facilities including any sports facilities and food and beverage services.
- 16D. Members shall be responsible for always maintaining decorum in the Club premises and shall be responsible for their dependents, children and guests always maintaining decorum as well.
- 16E. The Special Party room on the third floor in the Club House and other designated areas as decided by the Executive Committee will be available to members to book, only for

arranging special functions, at the rates and subject to the terms and conditions as may be determined and notified by the Executive Committee from time to time. The invitations issued for such functions must be issued by the member who has done the booking only and a copy of the invitation supplied to the Secretary or as may be required by him.

## **17. GUESTS**

- 17A. No person who is not received in general society shall be introduced into the Club as a guest.
- 17B. No person shall be introduced into the Club as a guest who has been rejected as a Candidate for membership of the Club or who has been expelled from the Club under Article 47(3) of the Articles of Association of the Club or whose name has been posted for default under Article 47(4) of the Articles of Association of the Club or whose conduct or presence in the Club may be considered by the Executive Committee to be objectionable or prejudicial to the interests of the Club.
- 17C. No person can be introduced as a guest into the Club more than four times in a calendar month, either by the same or different members.
- 17D. Every guest shall be accompanied by the introducer or his/ her spouse or unmarried daughter of 18 years of age or over.
- 17E. Every Member introducing a guest to the club shall ask the Receptionist at the club to prepare a guest slip which shall state the full name of such guest as well as enter his/her own name along with that of the guest, in a Guest Book kept for that purpose with the Receptionist, if required.
- 17F. A guest shall not sign up for games played at the Club or order or pay for any drink or meal or other refreshment but the member introducing the guest shall be responsible for everything supplied to his/her guest and all liabilities incurred by or on behalf of his/her guest.
- 17G. If a member introduces into the Club a guest who is not eligible for admission under Bye-Laws 13A or 13B hereof or contravenes Bye-Laws 13C or 13D hereof, or fails or neglects to enter the name of his guest in the Guest Book, his privilege to introduce guests into the Club may be withdrawn by the Executive Committee and such member will thereafter be debarred from introducing any guest into the Club for such a period of time as may be decided by the Executive Committee.
- 17H. A Member shall be responsible for all acts and omission in the premises of the Club of guests introduced by him in the Club and for observance by him of the Bye-Laws or other Rules and Regulations of the Club for the time being in force and the Executive Committee shall be entitled to proceed against the member if it is found that any guest introduced by him has violated any Bye-Law or Rules or Regulation and the Executive Committee shall have power after hearing such member, by resolution to prohibit such guest from entering the premises of the Club. The member shall be responsible for seeing that the resolution of the Executive Committee is carried out, if not, he will be liable to be proceeded against under the Articles of Association of the Club for the time being in force.
- 17I. The Executive Committee shall from time to time fix the charges payable by members in respect of guests introduced by them on any day or days of the week or any specific hours

thereof or on any occasion or function and also the charges for the use of any specific games or sports facility of the Club by the guest.

## **18. CLUB STAFF**

- 18A. Complaints against Club staff may be made in writing to the Secretary who will deal with them or refer them to the Executive Committee if required by the member complaining, but no member shall strike, abuse or punish any staff of the Club.
- 18B. Club staff must not be sent on messages or otherwise withdrawn from the general service of the Club and in particular they shall not be employed to carry meals to the private rooms of any resident member except as provided by these Bye-Laws or general rules of the Club.
- 18C. No member or guest shall give any money, fee or gratuity to any Club staff, and any such staff soliciting, receiving or accepting such money, fee, or gratuity shall be liable to instant dismissal. A member wishing to give gratuity to the Club staff may sign a permit for the amount which will be debited to his/her account
- 18D. No member shall induce a Club staff to leave the Club's service or take the staff into his/her own service.
- 18E. Members shall not take flowers from the Gardeners without the permission of the Secretary or an Officer authorized by him and without payment of charges.

## **19. REMOVAL OF OR DAMAGE TO CLUB PROPERTY**

- 19A. If a member injures, destroys or takes away from the Club, upon any pretext whatsoever any newspaper, pamphlet, book or other article or any furniture, equipment or thing belonging to the Club, he shall be liable to make good such damage or loss whether the damage is accidental or willful, but in the latter case he shall be liable to pay such further amount by way of fine as the Executive Committee may fix. A member shall remain liable for any such damage or loss as aforesaid caused to the Club by his servant or by any guest introduced by such member. Any such behavior by a member shall also be referred to the Disciplinary Committee, which shall decide on any disciplinary action that may be taken on such an event occurring.
- 19B. Club stationery shall not be removed from the public rooms of the Club but any member requiring a supply may obtain it from the Office or the Receptionist on payment.

## **20. LOSS OF MEMBERS' PROPERTY**

- 20A. The Club will not be responsible for or liable for loss of money, valuables or other property belonging to any member, in whatever manner such loss may be occasioned and notwithstanding that such loss may be caused by the acts or omission of the staff and other employees of the Club in or outside their course of employment.
- 20B. In the event of any such loss, it shall be the duty of the member concerned to report the same in the first instance to Reception Office for necessary enquiry and action.
- 20C. It shall be lawful for the Club, without giving any notice in that behalf, to sell or dispose of by public auction or private treaty any property, left at the Reception Office of the Club or found on the Club Premises and not collected by anyone in the case of perishable property

on the following day and in other cases for a period of 15 days from the date it was left at the Reception Office or found on the Club's premises. The owner or any person claiming any interest in such property shall not have any claim of whatsoever nature or kind against the Club for or on account of any loss suffered by him. The net sale proceeds thereof shall be held by the Club for a period of one year from the date of sale and if not claimed before the expiry of such period shall form part of the property and assets of the Club.

## **21. MUSIC**

21A. No member shall create any noise or sing or play a gramophone, transistor radio or any musical instrument or behave or conduct himself in any manner on the Club premises which may be improper, indecent or objectionable or which may cause any nuisance or annoyance to other members of the Club or their guests.

## **22. PETS**

22A. No member or guest shall, on any account, bring a dog or any other pet animal into the Club premises or into the residential rooms. The Executive Committee may, however, at their discretion permit guide dogs or other essential animals required by differently abled members or guests on a case-to-case basis.

## **23. COMPLAINT BOOK AND NOTICE BOARD**

23A. Complaints and suggestions from members shall ordinarily be made in the Complaint Book kept for the purpose with the Receptionist.

23B. The Club administration shall put up notices relating to club activities, rules and regulations, guidelines, staff timings and any other matters for information purposes to the members, on the notice-boards located at different locations in the club premises, from time to time. Any such notices put up shall be considered to have been read by the members.

23C. Notices on behalf of members may be placed on the Notice Board only with the permission of the Secretary and for such period as he may think fit. Except such notices no paper or placard or advertisement written or printed shall be put on the Notice Board or any part of the Club premises without the sanction of the Secretary.

23D. Notices put up on the General or other Notice Boards of the Club shall not be mutilated, destroyed, removed or otherwise tampered with by the members.

## **24. CLUB CHAMBERS**

24A. Accommodation in the Club's residential rooms on a daily, weekly, or monthly, basis will be available for all members and will be allotted by priority of application in writing, preference being given to members residing outside the Greater Bombay Area, provided that allotment of accommodation to Members residing within the Local area, for a period of less than three days (72 hours) at any one time, shall be in the discretion of the Secretary.

24B. Application for booking of the residential shall be permitted to be made by Founder, Ordinary and Life members, up to 12 months in advance to the date of stay and any request for reservation of the rooms shall only be treated as confirmed if the member

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making the reservation makes full payment in advance for the entire amount within 3 days of making such reservation.

- 24C. No person introduced as a guest of member shall be permitted to occupy a residential room.
- 24D. Any person occupying the room will be required to become a temporary member of the club by paying a temporary member subscription charge which shall be determined by the Executive Committee from time to time, prior to occupying any residential room unless such a person is already a member of the club.
- 24E. Not more than one person in a single-bed room and not more than two persons in a double-bed room will be allowed to occupy them without the previous permission of the Secretary.
- 24F. The wife and unmarried daughters who are 18 years of age or over of a member may occupy residential rooms of the CLUB. A Child or children of a member may occupy residential rooms of the CLUB only if accompanied by the Members or his/ her spouse or unmarried daughter who is of 18 years of age or over.
- 24G. The occupation and use of the residential rooms of the CLUB shall be with the leave and license of the CLUB and shall not create or shall be construed to create any tenancy rights or interest in the residential rooms of the CLUB.
- 24H. The scale of charges for accommodation as aforesaid at the residential rooms of the CLUB, shall be fixed and determined by the Executive Committee of the CLUB from time to time
- 24I. Breakfast, Lunch and Dinner will be ordinarily supplied at the Dining Room of the CLUB, but if it is required to be served in the Member's room an additional charge as may be fixed from time to time by the Executive Committee of the CLUB shall be paid by the members. Child or children of Members occupying the residential rooms of the CLUB shall be served breakfast, lunch and dinner in such part of the dining room or any other part of the CLUB and at such hours as may be allotted for the purpose by the Secretary.
- 24J. The CLUB shall always have in its possession a duplicate key to the rooms occupied by members of the CLUB. The staff of the CLUB shall be entitled to enter the residential rooms of the CLUB for routine cleaning, subject to the convenience of the members and no member shall be entitled to claim any exclusive right to the use of the residential rooms. No member shall be entitled to use the CLUB's staff for his personal work. If the key is lost by any Member, replacement charges of Rs. 500/- will be charged for supply of a new key.
- 24K. No member shall be entitled to stay in the residential rooms of the CLUB for more than two months at one time. However, if there are no applications for the use of the residential rooms by other members of the CLUB, then in such case further extension of time for use of the residential rooms not exceeding two months at one time shall be given to the members occupying such rooms. In any emergency or special case, the Executive Committee shall have full discretion to permit such members to occupy residential rooms for a longer period as the Executive Committee may determine from time to time.
- 24L. If at any time it appears to the Secretary that any member, by reason of continued absence without previous notice in writing to the Secretary, has abandoned any residential room of which he is the occupant, the CLUB reserves to itself the right to take immediate

possession thereof and for such purpose, to unlock or open the same. The Secretary shall be the sole judge to decide whether circumstances exist justifying action under this Bye-Law and his decision in this behalf shall be final and conclusive and shall not be challenged or called in question by the member.

- 24M. A member occupying residential rooms shall vacate the same, if he is required to do so, on the expiry of the period of his stay allowed to him without any objection or in the event of such member ceasing to be a member of the CLUB or being indebted to the CLUB in any sum either on account of charges for accommodation, messing, subscription or other charges, payment whereof was demanded but not made or if he infringes any of the rules, regulations and Bye-Laws of the CLUB.
- 24N. A member occupying residential room or any member of his family staying with him, if found suffering from any infectious or contagious disease, shall not be permitted to continue in occupation of such residential room and shall at the request of the Secretary forthwith vacate the same. It shall be the duty of such member forthwith to report such illness to the Secretary.
- 24O. A member in the occupation of the residential rooms of the CLUB shall be liable to pay the replacement value for all loss, breakage of furniture, crockery, glassware etc. or for any damage to any of the properties of the CLUB caused by him or his agents and servants.
- 24P. No member occupying residential room shall keep luggage outside the residential room occupied by him or in any part of the corridor.
- 24Q. No electric or other fittings or wireless set shall be installed in the residential rooms of the CLUB without the previous sanction in writing of the Secretary of the CLUB.
- 24R. Members are prohibited from playing musical instruments or wireless sets or radios in their rooms between 2 p.m. and 5 p.m. and between 11 p.m. and 7 a.m. Members desirous of playing musical instruments or wireless set or radios during the hours permitted shall play them softly so as not to disturb their neighbors or other members of the CLUB.
- 24S. Under no circumstances shall members occupying residential rooms do any cooking or bring or provide or partake meals or other eatables brought or supplied from outside.
- 24T. A member occupying residential room shall not be entitled to receive visitors his is residential room, whether members or not, on all days except during special occasions and functions as may be notified by the Secretary. Such visitors shall be persons who are received in general Society. All such visitors to the member occupied rooms shall necessarily take a visitors pass and provide all details as may be required of them, from the reception desk prior to visiting the room occupied by the member. Any member found entertaining a guest in his room without the required visitors' pass shall be asked to vacate the room immediately.
- 24U. No member shall be entitled to permit the use of the residential rooms of the CLUB to any other person, whether a member of the CLUB.
- 24V. In the event of any member, after making a reservation for any accommodation for a period wishes to cancel his reservation or fails to turn up after such accommodation is booked, then he shall pay to the club, cancellation charges as per the cancellation policy

as determined by the Executive Committee, from time to time and as prevalent at the time of cancellation or failure to show up.

- 24W. Members shall vacate the rooms on completion of their stay as per their reservations and shall not be permitted to extend their stay unless requested in writing by them to the Secretary and shall be permitted only subject to availability of the rooms for the extended period requested.
- 24X. If any member commits any breach of the aforesaid rules or any of them, then the CLUB shall be entitled to ask such member to vacate the residential room or rooms in his occupation and withhold all services and supplies to such member, and on the failure on the part of such member to vacate such residential room or rooms to prevent such member from entering and occupying such residential rooms and the belongings of such member in such residential rooms, shall be removed and stored at such place in the premises of the CLUB as the Executive Committee of the CLUB may determine, at the risk of such member and such member shall be charged the storage charges for the number of days such belongings are stored at the premises of the CLUB by reason of the same not being removed by such member.
- 24Y. The CLUB will not be liable for loss of moneys, valuables or other property belonging to any member occupying residential room or for damage or injury done to the luggage, articles or other property of any member, in whatsoever manner such loss, injury or damage may be occasioned, whether in the residential rooms, CLUB premises or elsewhere and notwithstanding that such loss, injury or damage may be caused by the acts or omission of the servants and other employees of the CLUB acting in or outside their course of employment. In the event of such loss it shall be the duty of the member to report the same in the first instance to the Reception Office for necessary enquiry and action.
- 24Z. Notwithstanding anything contained in these Bye-Laws or in any of the Rules, Regulations or Articles of this CLUB the relationship between the CLUB and a member occupying any residential room shall be that of licensor and licensee for all purposes and in all respects, and the license to a member to occupy a residential room shall be liable to be revoked in the manner hereinbefore mentioned. The license to occupy any residential room shall not confer or be deemed to confer any rights on the part of the member to any exclusive possession thereof and the residential room as well as the rest of the CLUB premises shall always remain and be deemed to be in the exclusive possession and control of the CLUB through its Secretary and its other authorised office-bearers.
- 24AA. The Executive Committee and the Secretary, if so authorised, shall be entitled to remove or cause to be removed the occupant/occupants with all his, her or their belongings of any residential room who may be in default in respect of his dues or who has committed breach of any Bye-Law of the CLUB. Neither the Executive Committee nor the Secretary shall be liable for any loss or damage which may be caused to the person or property of the person/persons so removed resulting from any action taken under this Bye-Law.
- 24BB. Under absolutely no circumstances shall the Club rooms be used by any member who has booked the same for self use or for his/ her guests, for any unlawful purpose or for solicitation or acts of moral turpitude. Any member found to have been indulging in the same in the club rooms shall be immediately asked to vacate the room and the member booking the room shall stand summarily dismissed from membership of the club.

**25. CLUB ADDRESS**

- 25A. No member shall give the address of the CLUB in any advertisement or as his registered address or use the CLUB address for business purposes.

**26. TELEPHONE CALLS**

- 26A. No member shall be permitted to send out telephone calls or out station trunk calls from the CLUB unless he gives a cash deposit of a sufficient amount to cover the charges therefore.

**27. CAR PARKING**

- 27A. Only members shall be permitted to park their cars within the club premises. Only members cars with a valid Car Parking sticker prominently displayed on the windscreen of the car shall be permitted to be parked in the club premises.
- 27B. Any member desirous of a car parking sticker for his/her car shall submit the ownership papers of the car to the office of the club for scrutiny and record and shall receive a car parking sticker for that car only. Only cars that are owned by the Member or his immediate family (i.e. Parents, Children, Blood Siblings or Spouse) shall be eligible to get parking stickers. In the case of company owned vehicles, the member shall get a letter from the company expressly stating that the vehicle under consideration has been allotted for use by the company to the concerned member.
- 27C. Car parking stickers shall be issued only for a particular vehicle and shall not be transferable to any other vehicle
- 27D. Car parking stickers for a maximum of 2 vehicles per member shall be issued, including that issued to the members dependents cars.
- 27E. In the event that a member replaces his existing car having a valid car parking sticker with another car, then a new car parking sticker for the new car shall only be issued if the member provides the ownership papers of the new car accompanied by the old existing car parking sticker which shall be carefully removed by the member and handed over to the office. In the event that the existing car parking sticker does not come out then the member shall necessarily have to provide some evidence that the existing car parking sticker has been properly mutilated/ defaced before a new car parking sticker shall be issued.
- 27F. The security staff of the club are entitled not to permit any car without a valid car parking sticker to be parked within the club premises and any Member or his/ her guest who parks such a vehicle in contravention of Bye Law 23A shall be liable to pay a fine of Rs 500/= plus applicable taxes or any such amount as may be determined by the Executive Committee from time to time.
- 27G. Owners driven cars only may be parked during CLUB hours only in the CLUB premises and that only within the space demarcated for the parking of cars.
- 27H. No cars which are in the charge of driver, cleaner or other attendant shall be parked in the CLUB premises.

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- 27I. Under no circumstances shall cars be parked in the passages or in the places marked "no parking" or in any other place which would obstruct or inconvenience the ingress or egress of other cars.
- 27J. Members' Cars brought in and left behind by chauffeurs for the members shall be permitted to be parked in the CLUB's premises, provided that the car keys are handed over to the security desk by the chauffeur after parking the car. Such chauffeurs shall not be allowed to wait within the premises of the club and shall not be allowed to enter the club to remove the car.
- 27K. On the infringement of the above Bye-Laws or any of them a member shall be warned in writing by the Secretary and on any further infringement thereof he shall, on the orders of the Executive Committee, be excluded from parking his car in the CLUB's premises or such other suitable action shall be taken against him as the Executive Committee may think fit.
- 27L. It is expressly understood that any car parked by a member in the club premises is parked at the risk and cost of the member and that the club shall bear no liability or cost for any damage that may be caused to any car parked within the club premises for any reason whatsoever.
- 27M. If any member who is not staying in the residential rooms of the club leaves his car overnight in the parking of the club, then the member shall be charged a fine of Rs 2000/= per night. Any vehicle that is left unattended in the premises for more than a period of 2 nights shall be reported as abandoned to the traffic police and they will be asked to remove it from the club premises at the risk and cost of the concerned member. Any member who is in violation of this Bye Law and does not pay the required fine when called upon to do so shall be reported to the Disciplinary Committee for further action.

## **28. MAIDS AND ATTENDENTS**

- 28A. Attendants of Members requiring assistance shall be permitted entry into the club premises only provided they accompany the members for whom they are providing assistance. The member shall be required to provide the necessary details of the attendant, as required by the club, to the club office and take a special pass for the attendant, which will be required to be carried and produced by the attendant for inspection as and when required. Such a pass shall be valid for a period of 6 months and shall be extended for a further period of 6 months at a time.
- 28B. Maids of members shall be permitted to accompany members children up to the age of 12 years, as attendants for the members children. The Member shall be required to provide the necessary details of the maid to the club office and take a special pass for the maid, which will be required to be carried and produced by the maid for inspection as and when required. Such a pass shall be valid for a period of 6 months and shall be extended for a further period of 6 months at a time.
- 28C. Members attendants and maids shall not be permitted in the club premises in the absence of the member or members child for whom a pass has been taken for providing assistance.
- 28D. Members attendants and maids shall not be permitted to loiter anywhere in the club premises and shall only be permitted to wait in the specific areas as designated for the purpose by the club administration from time to time.

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- 28E. Members attendants and maids shall not be permitted at any time in the bar and restaurants of the club irrespective of whether they are signed in as guests. They shall be permitted to occupy any tables in the courtyard or in the corridors of the ground and first floor, provided that they are accompanied by a member or the member's spouse and shall only be permitted to only sit at the table occupied by the member or member's spouse with whom they have entered the club.
- 28F. Maids accompanying members children to the club who are not accompanied by a member or a member spouse, shall only be permitted to occupy tables and seating in the areas designated by the club for this purpose.
- 28G. Attendants and maids of members shall not be permitted to order any food or refreshments at the club. If a member who is not accompanying his/ her child to the club, but who has sent his/her child accompanied by his/her maid to the club, wishes to order snacks or refreshment for his/her child, then the member shall send an authority letter with the child or the maid for that purpose. In such a case, the KOT and invoice will have to be signed by the maid and the member will not be entitled to challenge any such invoice raised in his/her name.

## **SPORTS**

### **29. TENNIS**

- 29A. Only members and their guests may play on the CLUB Courts. For the purpose of these rules, members shall mean members of the CLUB, their wives and unmarried daughters and sons under the age of 18 years.
- 29B. The running of the Tennis Courts shall be divided into two sessions - one, the morning session and the other the evening session. The timing of the sessions and the charges per session per head will be made as may be determined and notified by the Executive Committee from time to time.
- 29C. All members, prior to the session during which they play, must register their names and that of their guests, in the Book, specially provided for the purpose, or by any other means provided.
- 29D. During the first week of every month, a member shall have the option to register to be charged monthly basis instead of a daily basis. A member who has registered on a monthly basis, shall not be required to register daily.
- 29E. During regular timings, both the courts shall be considered as cut-in courts and members shall get to play on a first cum first serve basis based on their arrival at the courts. On any cut-in-court, a game session shall be considered as half an hour or one set consisting of the best of ten games. On any cut-in-court, singles shall not be continued when two or more players are waiting.
- 29F. Members will have to provide their own rackets. Balls will be issued free of charge for cut-in courts at such times and subject to such other conditions as the Games Sub-Committee may from time to time prescribe.
- 29G. Members may buy or hire new balls whenever allowed at such rates as may be fixed by the Games Sub-Committee.

- 29H. No one wearing boots or shoes other than sports shoes that have a non-marking sole and preferably are specially made for playing tennis will be allowed to play on any of the Tennis Courts. The Markers and the ball boys are authorized to stop any player, whether member or guest, not complying with this Bye-law. Any member or guest of a member who does not comply with the instruction of the Markers or the Ball boys to stop play because of unauthorized footwear shall be reported to the Tennis Sub-committee for further action in this regard which may include reporting the same to the Disciplinary committee.
- 29I. Guests may be invited to play at a charge to be fixed by the Executive Committee from time to time.
- 29J. A member may play with the Marker at a charge to be fixed by the Games Sub-Committee. The Marker cannot be taken in to commence a set on any cut-in-court if at that time there is any player waiting to play, provided that the member waiting is informed by the marker and gives his consent for the marker to play.
- 29K. For the purpose of regulating priority of play on cut-in-courts, the CLUB may from time to time maintain a Roster in such form and subject to such rules as may be prescribed from time to time.
- 29L. On the cut-in-courts the players must leave the Court after each set is over to enable others to know that their set is finished.
- 29M. The Games Sub-Committee shall have the power to reserve at their discretion the Tennis Court or Courts for any purpose or function.
- 29N. General timings, rules of play and fees shall be as under:
- (a) There is no distinction between Court 1 and Court 2.
  - (b) The choice of court to be played will be on the basis of first come first served.
  - (c) Members playing singles: Duration ½ hour or completion of set whichever is earlier (set to terminate at 5 games all).
  - (d) Members playing Doubles without or with Marker: Duration ½ hour or completion of set whichever is earlier (set to terminate at 5 games all).
  - (e) Members playing Singles with Marker: Duration 20 minutes or completion of set whichever is earlier (set to terminate at 5 games all).
  - (f) Fees for playing with the marker shall be as decided by the Executive Committee in consultation with the Tennis Sub-committee from time to time.
- 29O. The tennis courts will be available outside of the regular playing hours, for booking by the members for their exclusive play. The timings for such bookings and the charges from the same shall be set by the Tennis sub-committee and the Executive Committee from time to time. No balls shall be provided by the club for play during such booking timings.
- 29P. The general rules of play shall be displayed on the notice-board provided at the venue of play and may be amended by the tennis sub-committee, as required from time to time. Any transgression of these rules and the Bye-Laws hereof shall be reported to the tennis sub-committee and the club office and are liable to attract disciplinary committee action.

### **30. BADMINTON**

- 30A. The Badminton Court will be available for play to members, their wives, unmarried

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daughters and sons under the age of 18 years and guests. It shall be kept open for play on such days and at such hours, as the Executive Committee may decide from time to time.

- 30B. The Marker will be on duty at the Court and will be available for play in accordance with these Bye-Laws at such hours as the Executive Committee may decide from time to time.
- 30C. The running of the Badminton Court shall be divided into two sessions, namely the morning session and the evening session. The charge per session per head for members and their dependents and their guests will be determined and notified by the Executive Committee from time to time.
- 30D. All members, prior to the session during which they play, must register their names and that of their guests, in the Book, specially provided for the purpose, or by any other means provided.
- 30E. During the first week of every month, a member shall have the option to register to be charged on a monthly basis instead of a daily basis. A member who has registered on a monthly basis, shall not be required to register daily.
- 30F. Members will have to provide their own rackets. Shuttlecocks will be supplied, free of cost by the CLUB of such make, and at such time and in such number as may be decided by the Badminton Sub-Committee from time to time, only against signature of the member availing this facility, in the register kept for the purpose. Members will, however, be permitted to purchase, shuttlecocks from the Club only for playing at the club at the time of purchase, at a price that may be fixed by the Executive Committee from time to time.
- 30G. For the purpose of regulating priority of play, there shall be maintained a Roster in such form as the Badminton Sub-Committee may from time to time prescribe. Possession of the court shall ordinarily be by order of name in the Roster and whenever the court becomes vacant, it shall be made available to the players whose names are next at the head of the Roster. Only after finishing his/her game, can a member put his/her name down for the next one. Players must vacate the court after each game is over to enable others to know that the game is finished.
- 30H. A doubles game shall always take precedence over a Singles game but a Singles game once started may be completed. Singles shall be permitted to be played only provided that at the start of the game there is no one waiting to play as per the registration in the roster. In the event of the shortfall of a player to form a quorum for a game, the marker may be requested to play and charges for the same shall be as determined by the Executive Committee from time to time.
- 30I. The possession of the Court is for a game of 21 points only whether singles, Doubles or Mixed and only short sets that is a single Golden Point, must be played when the scores are tied at 20 all, if other members are waiting to play.
- 30J. A member shall take the court to play by rotation as per the sequence of registration in the roster provided. A member cannot pass on his right to play, as per his/her turn on the roster, on the Court to another member. If a member does not wish to play or is absent when his/her turn comes, then his/her name will be cancelled. The member whose name is cancelled as aforesaid shall only be permitted to enter his name again in the roster at the bottom of the list of members waiting to play and shall be permitted to play only when his/her name comes up again as per the roster. Under no circumstances will giving up a

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game entitle a member to play in the immediate next game. In case member leaves his game unfinished either the Marker on payment of his usual charges as decided by the Executive committee from time to time, or the member whose turn stands next, if he so desires, will finish the game.

- 30K. Any question arising out of these Rules as to priority should be referred to the Marker in charge whose decision shall be final. Any member feeling aggrieved by the Marker's decision can afterwards represent the matter to the Badminton Sub-Committee which will deal with the matter in the usual course and any misbehavior with the Marker on this account, shall not be permitted at all.
- 30L. Any member playing on the court shall wear the proper playing attire for the purpose. Playing in trousers or jeans and in shirts shall not be permitted. Players are permitted to play in track pants and T shirts. Members will only be permitted to play with the proper shoes that are specifically made for Badminton and other indoor court sports. These shall have a non-marking and a gum sole. The Marker is authorised to stop any player and is instructed to report any member not complying with this Bye-Law, and strict action will be taken against such a member.
- 30M. The Badminton court will be available outside of the regular playing hours, for booking by the members for their exclusive play. The timings for such bookings and the charges for the same shall be set by the Badminton sub-committee and the Executive Committee from time to time. No Shuttlecocks shall be provided by the club for play during such booking timings.
- 30N. The Badminton Sub-Committee and the Executive Committee shall have the power to reserve at their discretion the Badminton Court for any purpose or function.
- 30O. The Badminton court is air-conditioned and the temperature of the air-conditioning shall be decided by the sub-committee for Badminton from time to time and shall not be adjusted or altered by any member directly or indirectly through the marker. Only the sub-committee shall have the right to adjust the temperature setting of the air-conditioning of the Badminton court.
- 30P. The general rules of play shall be available at the venue of play and may be amended by the Badminton sub-committee, as required from time to time. Any transgression of these rules and the Bye-Laws hereof, shall be reported to the Badminton sub-committee and the club office and are liable to attract disciplinary committee action.

### **31. SWIMMING POOL**

- 31A. The word "Pool" in these Bye-Laws shall be taken to mean any and all parts of the Swimming Pool Area including the Pool itself, the Children's Pool, the Jacuzzi and its premises and the Lawns and gardens surrounding it. The word "Children" includes all persons who on account of their age, would be ineligible for membership of the CLUB.
- 31B. The hours of the opening and the closing of the pool will be fixed by the Executive Committee from time to time and no person shall be permitted to enter it at any other time.
- 31C. The Pool will be available for use by members at all times during the hours fixed for its opening and closing but children will be permitted to enter it only during certain specified

hours which may be notified and altered from time to time by the Executive Committee.

- 31D. No person shall be permitted to enter the water without first having taken a shower-bath and those who have applied oil, ointment etc. shall not enter the Pool without taking proper soap-bath. Persons suffering from any skin or infectious disease or who have been freshly vaccinated will not be permitted to use the Pool. The Lifeguard and attendant on duty is authorized to take necessary action to ensure that members abide by this Bye Law.
- 31E. No child under the age of 3 years shall be permitted in the Adult Pool. Children between the ages of 3 and 7 shall be permitted in the Adult Pool only if accompanied by their parents or by another member who shall be responsible for their conduct and safety. Children between the ages of 7 and 18 shall be permitted in the Pool un-accompanied provided that their parents notify in writing, to the CLUB the name of the child or names of children over the age of 7 who would make use of the Swimming Pool provided the children enter their names in the book kept at the Pool or by electronic means provided. All Members' children upto the age of 18 will have to produce identity cards which are available from the CLUB. Provided however, that Members' children will not be permitted to enter the Swimming Pool area and/or make use thereof unless they hold and produce whenever called upon to do so, the Identity Card which may be obtained from the Office. Only Members and their guests and children above the age of 18 years shall be permitted to use the Jacuzzi.
- 31F. Children up to the age of 4 years only shall be permitted to use the Children's Baby pool located near the main pool. No child shall be permitted to use this pool unless supervised by his/her parents and only one parent of such a child shall be permitted to accompany the child in this pool, if required. Members shall ensure that there is no unruly behaviour and splashing of water in the pool by their children.
- 31G. Members shall be responsible for the conduct and safety of children introduced by them in the Pool and the CLUB shall in no way whatsoever be responsible or liable for the conduct and safety of the children.
- 31H. Servants or children's caretakers will not be allowed to enter any of the Swimming Pools or Jacuzzi and shall be only permitted to wait in designated areas around the pool.
- 31I. Ladies should compulsorily wear swimming caps. Gents who have long hair and/or beards should also wear swimming caps and suitably cover the beards. The attendants shall have the power to ask person not complying with this byelaw to vacate the pool immediately and any further non-compliance shall be reported for further necessary action.
- 31J. Swimming Pool Instructors will be available at the Pool for providing swimming instructions to members at the timings and charges as may be determined and notified by the Executive Committee from time to time. Coaching classes by accredited external coaches may be provided at the pool premises for members and their children in various batches, at timings and charges as may be decided by the Executive Committee from time to time.
- 31K. Bath Towels shall be available with the pool attendant at charges that will be fixed by the Executive Committee from time to time,
- 31L. Separate Ladies and Gents changing rooms have been provided near the pool for members and their children to change before and after swimming. Male members and boys irrespective of their age, shall not be permitted to enter the Ladies changing room and vice

versa for female members and girls. This shall be strictly adhered to and the attendants have been instructed to ensure this in the strictest manner and members are expected to comply with this Bye-Law without exception.

- 31M. Attendants and Caretakers of members and/ or member's children shall not be permitted in the main changing rooms except under exceptional circumstances and only with prior permission. Members are required to instruct their caretakers accordingly. Children who require assistance from their caretakers to change shall only use the external small ancillary changing rooms provided for that purpose.
- 31N. No person shall be allowed to use the area around the pool as a walking track. Only persons utilizing the pool and who are in their swimming costumes shall be permitted to walk around the pool.
- 31O. Children below the age of 18 years shall not be allowed to use the steam rooms available inside the Gents and Ladies Changing rooms.
- 31P. The swimming pool is temperature controlled and the temperature setting for the water of the swimming pool shall be decided and set by the swimming sub-committee from time to time. No member shall insist or cajole the attendants in to changing the temperature of the water of the pool.

## **32. CARD ROOM, BRIDGE ROOM & MAHJONG ROOM**

- 32A. The Term 'Card Room' shall include all such premises where arrangements may be made for the playing of Card games like Rummy or Bridge and Mahjong and these Bye-laws shall be applicable thereto. Playing Card games like Rummy or Bridge and also Mahjong anywhere in the club premises outside of the designated areas is strictly prohibited.
- 32B. The Card room shall be open and available for members to play as per the timings and as per charges decided by the Executive Committee from time to time.
- 32C. The Club will provide playing cards to the members and the members shall be charged for their use such amount per pack of playing cards as fixed by the Executive Committee from time to time on the members signing a voucher or the same. The playing cards after they are used by the members shall be returned to the Club and the Club shall be entitled to sale the same at a reasonable price. Members shall not be allowed to bring their own playing cards or purchase the same from any other person. The Club shall also provide Mahjong sets to the members who are expected to use them in a proper and careful manner and return them when they have completed their game.
- 32D. Subject to the Guests Rules of the CLUB for the time being in force, members may introduce guests in the Card Room. No guest shall be allowed to play unless his host is present on the CLUB Premises.
- 32E. No card Games except Rummy, Canasta and Bridge shall be allowed to be played in the Card Room of the CLUB.
- 32F. Except light refreshments, no meal or Ala Carte dishes will be served in the Card Room.
- 32G. Every member, whether actually playing or not, who is guilty of misbehaviour in the Card Room or of infringement of any of these Bye-Laws shall be reported by the Games Sub-

Committee to the Honorary Secretary of the Club, with a recommendation as to the suggested penalty to be given to the offending member, if it so deems required, and the Honorary Secretary shall take further necessary actions as required under the Bye Laws and Articles of Association.

- 32H. Members introducing guests in the Card Room shall be responsible for the behavior of their guests and for all liabilities incurred by such guests.
- 32I. On taking his seat at the Table for any game whether Rummy, Bridge or Mahjong, every member shall enter his name and the name of any guest introduced by him to the Card Room in the Attendance Book kept in the Card Room for the purpose. For the convenience of the members, the attendant will take Attendance book round for their signatures but in case the book is for any reason not presented to any member, it shall be the duty of such member to sign the same before leaving the Card Room.
- 32J. The play of Contract Bridge shall be governed by the International Code of 1935 or the laws or the time being promulgated by the Portland Club of London.
- 32K. The CLUB will provide Tokens, Score-Cards and pencils for Members and their Guests. No playing card will however be provided but the same will be available to members at a fair price on their signing a voucher for the same.
- 32L. Only Rummy (13 cards or 21 cards) or French Rummy shall be played in accordance with such rules as may be framed by the Card Room Sub-Committee, from time to time shall be permitted to be played in the Card Room no other variation or modification of the game, whether in the method of play or the counting of points or otherwise shall be allowed.
- 32M. It is expressly understood by Members and their guests utilizing the card room for playing Rummy, Bridge or Mahjong, that they are playing for recreation and entertainment and are not indulging in gambling and no cash transactions or cash exchanges shall be permitted in the Card Room.

### **33. BILLIARDS**

- 33A. The Billiards & Snooker Room will remain open for members and their guests from 2:30 pm to 11 pm on weekdays and from 11:30 am to 11 pm on Saturdays, Sundays & bank holidays or at any other time that the Executive Committee may determine from time to time.
- 33B. Member Children above the age of 13 must be accompanied by the parent members or must have authority letter from their parents requesting the Club to permit them to play. Children under the age of 13 are not allowed to enter the Billiard Room.
- 33C. Each session is typically 30 mins wherein 2 players are on the table. In case 3/4 players are playing at the same time the session will of 45 minutes.
- 33D. Members wishing to play shall put their names on the board adjoining to each table in the Billiard Room. Priority to play shall be given to the member whose name stands first on the board. When the game commences his/her name shall be removed from the board. Should

any member, having put his/her name on the board, be absent when the table becomes vacant, his/her right to play will be forfeited. Should such member still wish to play, he/she must write his/her name again at the end of the waiting list on the board and wait until his/her turn comes again. A member shall be permitted to put his name on the board for any table only once at a time and not on the boards for different tables at the same time.

- 33E. No player may play consecutive games on any table, if any other player is waiting to play, provided that the waiting member has put his name on the board for that table. A member may request the marker to play with him and any player playing with the Marker will have to pay charges for the same as may be determined by the Executive committee from time to time.
- 33F. A member may not exchange his position on the board with that of another member or pass on his right to play at a table to another member. If he does not wish to play as per his turn or if he is absent when his turn comes, his name will be removed from the Roster. It shall be the members responsible to be available when his turn comes to play and markers shall not be responsible to call the member to play as per his turn.
- 33G. Non-alcoholic drinks and beer are permitted to be consumed in the Billiard Room, but no food of any kind is allowed.
- 33H. Members and their guests while playing are responsible for any cut or tear to any part of the Billiard cloth or damage caused to the Billiard table. They shall pay for the cost of the replacement for the entire Billiard cloth or any such charge that the Executive Committee may determine.
- 33I. Member and their guests will not be permitted to use cell phones in the Billiard Room. Cell phones must be kept in silent mode while entering the Billiards Room and must not ring in the Billiard Room. Incoming calls should be attended to only outside the Billiards Room. Usage of cell phone or watching audible clips is strictly prohibited and will be fined. Texting and sending messages is permitted.
- 33J. When games are in progress, all players and spectators are requested to maintain silence and spectators shall remain seated and not loiter within the Billiard Room. The marker is entitled to stop any person from making any annoying noise or gesture and shall report such members or their guests to the Member in Charge or Administrative Office for appropriate disciplinary action.
- 33K. Use of foul, explicit & abusive language is not permitted in the Billiard room and the markers have been instructed to strictly enforce the same. Members who are in violation of this ByeLaw shall be reported to the Member in Charge or the Administrative Office and are liable for disciplinary action.
- 33L. The Air-conditioners in the Billiard Room have been set to ambient temperatures of 19-20°C by the Committee and the markers have been instructed not to hand remote control to any member. No member shall insist on a change the temperature and harass the markers to that intent.

- 33M. Members shall be properly attired while entering the Billiard Room. Only members wearing long pants or track pants, with short or long-sleeved T shirts or shirts will generally be permitted to play in the Billiards room. However, Bermuda shorts or other casual knee length shorts will be permitted in the Billiard Room up to 6 PM. Members will not be permitted to without proper shoes or sandals. Playing barefoot and wearing flip flop/house chapels is not permitted.
- 33N. Gambling/ Betting of any nature is not permitted and will be strictly dealt with.
- 33O. A Marker who observes any member using the table for any purpose or in any manner liable to damage the table is empowered to request the member to stop playing or using the table.
- 33P. Every member when concluding a game of any description is required to enter the same in the book or by electronic means for the number and type of games played.

#### **34 HEALTH CLUB**

- 34A. The Health Club and Gymnasium ("Health Club") including the changing rooms, massage rooms and steam rooms shall be kept open for members and their children above the age of 14 years, as per the timings determined by the Executive Committee from time to time. The Health club is a "Members Only" facility and no guests are permitted to be introduced in the Health Club.
- 34B. The charges for the use of the Health Club by the members and their children above the age of 14 years, shall be determined by the Executive Committee from time to time.
- 34C. The Health Club shall be run through a professional agency who shall be employed on a contractual basis at those terms as decided by the Executive Committee from time to time.
- 34D. Professional trainers shall be available at all times at the Health Club during its operational timings and these trainers shall also be available for personal training at the times and at the charges as may be determined by the Executive Committee from time to time.
- 34E. Members will be only allowed to use the Health Club on production of their Club Membership Cards and all members will have to sign at the front desk prior to the start of their workouts.
- 34F. Only Gym or sport wear shall be allowed while using the Health Club. Members are required to compulsorily carry a separate pair of sports shoes to be used only in the Health Club and outside shoes are not allowed to be used.
- 34G. Members shall ensure that a comfortable atmosphere for everyone is maintained in the Health Club and shall ensure cleanliness, hygiene and courtesy while using the same. All equipment provided in the Health Club shall be used as per the posted equipment instructions and warnings and members using the equipment shall observe the same.
- 34H. If members wish to take a shower at the Gym shower room, towels will be available at the Gym reception. Members will have to leave their membership card at the Gym reception when they take the towel and collect the card when they return the towel.

- 34I. No member shall insist on any individual music preference to be played in Health Club and the volume for the music shall not exceed 78 Decibels.
- 34J. The Health Club A.C temperature will be set as determined by the Health Club sub-committee and shall not be changed by any member or staff member based on any individual requirements.
- 34K. Waiting list for cardio machines and any other equipment will be enrolled only after the card entry is done by the members.
- 34L. Gym Bags should be kept in bag racks provided for the purpose only.
- 34M. Weights should be racked immediately after the use of any equipment's by the Members.
- 34N. Speaking on mobile phone inside the gym is not allowed as per the general rules and members must maintain a low volume when speaking in the Health Club so as to maintain decorum.
- 34O. No glass or paper cups allowed inside the gym. Only sipper bottles are allowed. No fruit, snacks or any food items are permitted in the Health Club, changing rooms, massage rooms or steam rooms.
- 34P. Members are requested not to keep valuable belongings in the changing room. Club/Management/Staff will not be responsible for loss of money, valuable or other property belonging to any member.
- 34Q. Reciprocal members who are not staying in the residential rooms are not allowed to use the Health Club.
- 34R. The steam rooms in the changing rooms are available to members using the Health Club facilities. The timings and charges and the rules for using the steam rooms shall be determined by the Executive Committee from time to time.
- 34S. Massages are available for the members to have in the designated massage rooms. The timings and charges and the rules for having massages in the massage rooms shall be determined by the Executive Committee from time to time.

### **35. TABLE TENNIS**

- 35A. There are three Table Tennis Tables, provided in the designated Table Tennis room in the the main CLUB House, for members, their guests and children to play.
- 35B. The table tennis room shall be open for play to the members, their guests and children as per schedule which shall be as determined by the Executive Committee from time to time.
- 35C. All members and members children must sign in the book maintained for the purpose before each session.
- 35D. For the purpose of regulating the order of play, there shall be maintained a Roster in such form as the Games Sub-Committee may prescribe from time to time. Play on the table shall ordinarily be by order of names in the Roster and when a table falls vacant, the

players whose names are next to on the Roster shall be entitled to play. Only after finishing his game can a member put his name down for the next game. Furthermore, specific tables may be designated for specific age or skill groups of members and their children so as to make the games more competitive and compelling.

- 35E. The possession of a table is for a game of that number of points as ay decided by the Table Tennis sub-committee from time to time, whether Singles, Doubles or Mixed are played and a short game must be played particularly if other members are waiting to play.
- 35F. A member cannot pass on his right to play on the table to another member. If he does not wish to play or if he is absent when his turn comes his name will be cancelled. In case a member leaves his game unfinished the member whose turn stands next will finish the game if he so desires but the choice of continuing the same game or commencing a fresh game will rest with the member remaining on the table.
- 35G. Members, members children and members guests shall be charged as may be determined and notified by the Executive Committee from time to time.
- 35H. Members are generally encouraged to bring their own personal equipment like rackets and ball to play with. The club however, will provide a ball and 2 rackets with every table, which may be used, if required. There will be no charges for using the same though any member found damaging the equipment provided will be charged for the same accordingly.
- 35I. The Club may provide for a coach to be available for the members and their children to play with. The timings for the coaching and the cost for the same shall be as determined by the Executive Committee from time to time.
- 35J. Members shall only be permitted to play in proper sports shoes. Playing in chappals, sandals or floaters or bare feet is strictly prohibited.
- 35K. Members shall not be permitted to do multi-ball coaching or practice with an outside coach irrespective of whether such a coach has been signed in as a guest of the member.
- 35L. Maids accompanying children of members shall not be permitted in the Table Tennis Room but will have to wait in the designated areas while the children are playing.

## **36. CRICKET**

- 36A. At the start of the season, members who voluntarily seek to use the cricket facilities provided will have to enroll to do so and will have to pay the subscription charges which shall be finalized by the Executive Committee from time to time. Members who have not enrolled for the above, but who intend to play for the MHCCL & Summer League will have to pay separate participation fees, which will be decided by the Sub Committee and the Executive Committee before the start of the tournament.
- 36B. Cricket nets will be conducted by the Club (usually from beginning of October to end of May) and the subcommittee will announce the venue, schedule, timings & other details before the beginning of every season. Cricket appropriate attire (preferably club jersey if available) should be worn at the nets.
- 36C. Nets for a particular day will only be counted if the player has attended it for at least 30 minutes.

- 36D. All the information related to all matches will be informed by the subcommittee on the MHC Cricket WhatsApp group chat with respect to, the match schedule & the date of the submission of the squad along with its rules & regulations.
- 36E. For selections of members to play in the teams selected for various matches and tournaments, the sub-committee shall appoint Selectors from within the Cricket playing members, who shall select players basis the eligibility criteria that shall be set down by the Sub-Committee and the Executive committee from time to time.
- 36F. To be eligible to play in any particular match, all those who have completed at least 25% nets from the beginning of that particular season OR those who have completed at least 50% nets from the date of the announcement of the match on the MHC Cricket WhatsApp group chat to the date 2 days prior to the match are eligible to be selected for the squad to play that particular match.
- 36G. To be eligible to play in a tournament for which the tournament matches require that a squad has to be submitted (as required by the rules of the tournament), every player must have completed at least 10% of the nets in that particular season to be eligible to be included in the squad. The cutoff date for counting the above nets percentage will be 5 days prior to the date of submission of the squad, which will be informed to all by the subcommittee on the MHC Cricket WhatsApp group chat. The Selectors shall select the squad as per the eligibility criteria and inform the subcommittee who will forward the final squad selected by the Selectors to the tournament organizers as required by them, through the Club office and also shall post on the MHC Cricket WhatsApp group chat.
- 36H. Eligibility criteria for nets is not applicable to Intra MHC tournaments such as MHCCL / MHC Summer League etc. & other friendly matches played amongst MHC members. In order to avoid walkover / forfeiture of any tournament / friendly match, it will be sub committee's responsibility to send necessary reminders to everyone to ensure that everyone cast their votes and that there are sufficient players available for each match.
- 36I. Captain & Vice Captain will be selected by the selectors, tournament wise & will have to be announced at the time when the squad will be announced for that particular tournament.
- 36J. In order to determine the availability of players for all the matches, the Sub-Committee shall conduct a voting using the Loulou's app or any other suitable voting app. All Loulou's will be formed / opened / closed etc. by the subcommittee on the MHC Cricket WhatsApp group chat & closure screen shot of the same should be posted on the MHC Cricket WhatsApp group chat. The selectors will select any players at their discretion if for any reason there are inadequate number of players to form a squad.
- 36K. For tournaments, the Team should be announced by the selectors at least 2 days before any tournament game and the loulou for availability of players on the MHC Cricket WhatsApp group chat has to be closed by the subcommittee at least 3 days prior to that match. For friendly games, the team should be announced by the selectors at least 1 day before the match & the loulou for the availability of players on the MHC Cricket WhatsApp group chat has to be closed by the subcommittee at least 2 days prior to that match. The Closure screen shot of the loulou posted by the subcommittee on the MHC Cricket WhatsApp group, will be taken by selectors as the final list of available players and a team of 12 players will be selected by the selectors from that list. Once the closure screen shot is posted on the MHC Cricket WhatsApp group, members will have a one-hour correction window to point out any errors/ omissions. Within this hour, communication should be

done only on the MHC Cricket WhatsApp group chat. However, if no such communication is received from anyone during this one hour then the closure list posted earlier will be considered as final. If at all any communication is to be done after the correction window is over, then an email can be sent on [mhcselectors@malabarhillclub.com](mailto:mhcselectors@malabarhillclub.com)

- 36L. A Team of 12 players from the eligible players will be announced / submitted by the selectors for every match and will be posted on the MHC Cricket WhatsApp group chat. The captain as selected by the selectors, will decide the playing 11 (out of the 12 players announced / submitted by the selectors) before the start of the match.
- 36M. If a player once selected to play in the playing 12, pulls himself out before the match or does not show up on the match day twice in a season then, he will be banned for the next 3 matches which will include a minimum of 1 tournament match. A player facing such ban, if is eligible to be selected for a particular upcoming tournament but is not included in the squad due to the ban, then the 3-match ban would have been deemed to have been served for that particular player.
- 36N. Any player reporting later than the scheduled reporting time for the match or leaving midway or leaving early during a tournament / friendly match or not wearing the correct uniform (if already provided earlier) twice, will be banned for next 1 tournament match.
- 36O. If any player does not give priority to represent the club and chooses to play representing another club for a particular tournament in which the club is participating, then such a player will not be given priority to be selected in the club squad in other future tournament matches. However, these players will be eligible to play internal MHC friendly matches & MHC internal tournaments such as MHCCCL, MHC Summer League etc.
- 36P. The above facilities provided by Club are available for all its members & their children (above the age of 15 years) only. However, an annual subscription fee as may be decided by the Executive Committee, from time to time, will be charged to all such members. A written consent form is to be compulsorily submitted by the children under 18 years from parents of such children who wish to use the cricket facilities.
- 36Q. All the above rules will be applicable for all club players and in case of any dispute the decision of the Executive Committee will be final and binding.
- 36R. In instances where club players are unable to attend net sessions due to injuries hampering them from completing the required net sessions for future upcoming games, such injured club player can email the selectors on [mhclselectors@malabarhillclub.com](mailto:mhclselectors@malabarhillclub.com), requesting for credit to be given for the missed nets due to any such injury. Based on receipt of such a request, the selectors (as per their discretion) can give due consideration on a case-on-case basis & give up to a maximum of 25% of the missed number of days (due to such injury) as credit and add them to the earlier attended net session of that particular player. The Criteria to be fulfilled to be eligible for applying for such request are as follows:
1. The injury has happened while playing for MHC or if it's a current injury then it needs to be backed by doctor's medical report
  2. Such injured MHC player has missed 4 or more consecutive net sessions due to the current injury
  3. During the period of absence (due to the current injury), that particular player should not have participated in any other form of cricketing activity outside of MHC as well
  4. Such injured MHC player should have attended atleast 10% nets (in the ongoing season) prior to the current injury.

**37. READING ROOM / LOUNGE**

- 37A. The reading room/ lounge shall be available for use of the members of the club and their guests free of cost at the timings that shall be decided by the Executive Committee from time to time.
- 37B. The club shall provide a variety of Newspapers and Periodicals for the reading pleasure of the members to read within the reading room / lounge. These shall be read by the members within the reading room/ lounge and shall not be taken out of the room.
- 37C. Proper decorum and dress code shall be maintained within the reading room / lounge and member shall not make noise/ talk loudly and shall maintain quite to the maximum extent possible.
- 37D. Food and beverage service shall be restricted to provision of light snacks like sandwiches and hot and cold beverages. No alcohol of any kind shall be served or be permitted to be consumed in the reading room/lounge.

**38. CHILDREN'S PLAYGROUND**

- 38A. Only children or Members and their guests under 12 years shall be allowed to use the Children's Playground of the CLUB in the morning between 7.00 a.m. and 11.00 a.m. and in the evening between 3.00 p.m. to 9.00 p.m. or any other such time that may be decided by the Executive committee from time to time.
- 38B. The children shall be allowed in the Children's Playground and in no other part of the CLUB premises except when otherwise provided.
- 38C. Maids and childcare givers, accompanying the children shall be allowed entry only in the Children's Playground. They may be warned by the CEO, Executive Committee or the Secretary at any time of misbehavior or for causing nuisance or annoyance to others.
- 38D. Children shall be expected to use the Children's Playground in an orderly fashion, and members shall be responsible for the behavior of their children and the children of their guests. Children who cause nuisance or annoyance to others shall be instructed/ warned first and, if they continue the nuisance, shall be debarred from making use of the Playground for any period as may be deemed fit by the Secretary in his discretion and their parents will be notified accordingly.
- 38E. Members shall be responsible for the safety of their children and the children of their guests while using the Children's Playground. The Management shall not be responsible in any way for accidents or injuries caused at the Playground.

**39. PAYMENT OF BILLS**

- 39A. Monthly bills of a member shall be sent to him/ her by electronic means at his/ her registered email address or in the absence of a registered email address by post to his/ her registered address on or before the 15th day of the following month.
- 39B. Bills emailed to the registered email address or posted at the registered address shall be deemed to have been properly sent.

- 39C. The Vouchers for such bills shall be available for scrutiny at the office of the club during the office timings for any member who wishes to cross-check, verify the charges that are levied in their bills.
- 39D. A member shall, at the time of placing an order for refreshment, drinks, game requisites, etc. shall verify clearly that the same is in order by affixing his signature on the voucher prepared for that purpose, as per his/her specimen signature registered with the CLUB and state his/her Membership Number thereon. If a voucher is not in this form, it will be liable to be rejected by the CLUB, nor will the CLUB be responsible for any voucher which may be tampered with. It shall be the responsibility of a member to ensure that any voucher prepared in the name of member is duly signed by him/ her and any voucher not signed shall be considered as though it were signed by the member and no dispute regarding the same shall be entertained.
- 39E. A duplicate bill may be sent, if a member requests the Secretary in writing, giving satisfactory explanation for the non-receipt or misplacement of the bill. Such a duplicate bill shall not include vouchers.
- 39F. If payment is not received by the 25th day of the month in which a bill is sent, reminder shall be sent by the CLUB to the member to make such payment that is due provided that the outstanding amount due exceeds a sum of Rs 200/= or any such some which may be decided by the Executive Committee from time to time.
- 39G. If no payment is made within 10 days after such a reminder, a final reminder by registered post with acknowledgment due shall be sent to the member failing to pay his bill as aforesaid. The Secretary shall add to the bill of the defaulting member the registration charges payable or paid by the CLUB for sending the reminder to the member.
- 39H. A member to whom a registered final reminder has been sent shall within 10 days after the day of posting such reminder, make payment for all outstanding dues as called upon to do so and if he/ she fails to do so then shall be stopped from using any facilities of the club including any of the sports facilities and his/ her supplies shall be stopped from the aforesaid day till the day his dues to the CLUB have been paid in full and his account completely settled of all outstanding dues. The name of such members shall be placed on the Notice Board of the CLUB.
- 39I. If a member has been put on stop supply, fails to pay all his/ her dues that are outstanding as on the date of his/ her being put on stop supply, within a period of 30 days of the date of being put on stop supply then such the membership of such member shall stand terminated in accordance with the relevant clause of the Articles of Association of the club in that regards.
- 39J. The payment of bills can be made by members in cash, by cheque or by electronic and online means, provided however, that no payment of more than Rs 9999/= shall be accepted in cash on any particular day and that in the case of cheque payment, the date the cheque is honored by the members bank on presentation by the club shall be considered as the date of payment. Payments by members who are on stop supply shall only be accepted in cash, or through electronic means through Debit/credit card & Online
- 39K. For all payments made to the Office a receipt should be obtained at the time payment is made, otherwise the CLUB will not be responsible for the same.

**40. RIGHTS TO AMEND CLUB BYE-LAWS**

- 40A. The Executive Committee of the CLUB shall have full right to alter vary, or cancel, or add to any of the Bye Laws and the rules governing the use of facilities of the club from time to time and the rules for the time being in force shall apply to and be binding on the members. In any exceptional case or circumstances, the CLUB shall have full power or authority to suspend the operation of any of the rules of the club and/or the operations of club itself.
- 40B. All members of the CLUB shall be deemed to have been given notice of all changes made from time to time in the Bye-Laws of the CLUB from the time they are first pasted on the Notice Board of the CLUB and shall have the right to inspect the Bye Laws of the club on request to the Secretary or the Club Administration that they seek to do so.

**SCHEDULE 1 – MEMBERSHIP FEES**

**(ENT.FEE FOR MEM. CHILD & GENERAL CATEGORY REVISED  
W.E.F. 1ST AUGUST, 2024**

<b><u>SR.</u></b>	<b><u>CATEGORY</u></b>	<b><u>F E E S</u></b>	<b><u>DEPOSITS</u></b>
		<b><u>ENTRANCE</u></b>	<b><u>IF ANY</u></b>
<b><u>1</u></b>	<b><u>CORPORATE MEMBERSHIP</u></b> (Maximum 4 Nominees) (duration 10 years)	<b><u>Rs.50,00,000/-</u></b> (Upto 2 nominees) <b><u>Rs.25,00,000/-</u></b> (each for additional Nominee)(upto 8 nominee) <b><u>+18% G.S.T.</u></b>	
	<b><u>CHANGE OF NOMINEE</u></b>	<b><u>Rs.2,00,000/-</u></b> per nominee <b><u>+18% G.S.T.</u></b>	
<b><u>2</u></b>	<b><u>SERVICE MEMBERSHIP</u></b> (duration:initial for 2 years & extendable till he is posted in Mumbai)	-	<b><u>Rs.35,000/-</u></b> (Refundable without interest after adjustment of bills)
<b><u>3</u></b>	<b><u>TEMPORARY MEMBERSHIP</u></b> (duration 2 months)(Extension of 4 more months of the discretion of the Executive Committee)	-	<b><u>Rs.40,000/-</u></b> (Refundable without interest after adjustment of bills)
<b><u>4</u></b>	<b><u>TEMPORARY MEMBERSHIP</u></b> (For staying in Rooms) (inclusive of Sports facilities except H.Club)	-	
<b><u>5</u></b>	<b><u>ORDINARY MEMBERSHIP</u></b> (General Category)	<b><u>Rs.50,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<b><u>6</u></b>	<b><u>LIFE MEMBERSHIP</u></b> General Category)	<b><u>Rs.75,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<b><u>7</u></b>	<b><u>MEMBERS' CHILDREN</u></b> <b><u>LIFE (18-25 YEARS)</u></b> (Member with 10 yrs.standing)	<b><u>Rs.15,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<b><u>8</u></b>	<b><u>MEMBERS' CHILDREN</u></b> <b><u>LIFE (25-35 YEARS)</u></b> (Member with 10 yrs.standing)	<b><u>Rs.20,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<b><u>9</u></b>	<b><u>MEMBERS' CHILDREN</u></b> <b><u>LIFE (35 &amp; ABOVE)</u></b> (Member with 10 yrs.standing)	<b><u>Rs.37,50,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<b><u>9</u></b>	<b><u>MEMBERS' CHILDREN</u></b> <b><u>ORDINARY (18-25 YEARS)</u></b>	<b><u>Rs.5,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	

<b>SR.</b>	<b>CATEGORY</b>	<b>F E E S</b>	<b>DEPOSITS</b>
		<b>ENTRANCE</b>	<b>IF ANY</b>
	(Member with 10 yrs. Standing)		
<u>10</u>	<b>MEMBERS' CHILDREN ORDINARY (25-35 YEARS)</b> (Member with 10 yrs. Standing)	<b><u>Rs.10,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<u>11</u>	<b>MEMBERS' CHILDREN ORDINARY (35 &amp; ABOVE)</b> (Member with 10 yrs. Standing)	<b><u>Rs.25,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	
<u>12</u>	<b>WIDOW - WIDOWER -LIFE</b>	<b><u>Rs.550/-</u></b> <b><u>+18% G.S.T.</u></b>	
<u>13</u>	<b>WIDOW - WIDOWER - ORDINARY</b>	<b><u>Rs.175/-</u></b> <b><u>+18% G.S.T.</u></b>	
<u>14</u>	<b>SPORTS MEMBERSHIP</b>	-	<b><u>Rs.3,30,000/-</u></b>
<u>15</u>	<b>DIVORCEE MEMBERSHIP</b>	<b><u>Rs.15,00,000/-</u></b> <b><u>+18% G.S.T.</u></b>	

Entrance Fee for members children will be as per the rates prevailing on the date of consideration of application for m/ship.

9.00% C.G.S.T. & 9.00% S.G.S.T.)

**SCHEDULE 2 - SUBSCRIPTION**

SR.	CATEGORY	F E E S
		SUBSCRIPTION
1	<b>CORPORATE MEMBERSHIP</b> (Maximum 4 Nominees) (duration 10 years)	<b>Rs.36,000/- p.a.</b> (per Nominee) <b>+18% G.S.T.</b>
2	<b>SERVICE MEMBERSHIP</b> (duration:initial for 2 years & extendable till he is posted in Mumbai)	<b>Rs.60,000/-</b> <b>+18% G.S.T.</b>
3	<b>TEMPORARY MEMBERSHIP</b> (duration 2 months)(Extension of 4 more months of the discretion of the Executive Committee	<b>Rs.40,000/-</b> (for month or part thereof) <b>+18% G.S.T.</b>
4	<b>TEMPORARY MEMBERSHIP</b> (For staying in Rooms)(inclusive of Sports facilities except H.Club)	Rs. 300/- per day <b>+18% G.S.T.</b>
5	<b>ORDINARY MEMBERSHIP</b> (General Category)	<b>Rs.36,000/- p.a.</b> <b>+18% G.S.T.</b>
6	<b>LIFE MEMBERSHIP</b> General Category)	Nil
7	<b>MEMBERS' CHILDREN LIFE (18-25 YEARS)</b> (Member with 10 yrs. Standing)	Nil
8	<b>MEMBERS' CHILDREN LIFE (25-35 YEARS)</b> (Member with 10 yrs. standing)	Nil
9	<b>MEMBERS' CHILDREN LIFE (35 &amp; ABOVE)</b> (Member with 10 yrs. Standing)	Nil
9	<b>MEMBERS' CHILDREN ORDINARY (18-25 YEARS)</b> (Member with 10 yrs. Standing)	<b>Rs.36,000/- p.a.</b> <b>+18% G.S.T.</b>
10	<b>MEMBERS' CHILDREN ORDINARY (25-35 YEARS)</b> (Member with 10 yrs. standing)	<b>Rs.36,000/- p.a.</b> <b>+18% G.S.T.</b>
11	<b>MEMBERS' CHILDREN ORDINARY (35 &amp; ABOVE)</b> (Member with 10 yrs. standing)	<b>Rs.36,000/- p.a.</b> <b>+18% G.S.T.</b>
12	<b>WIDOW - WIDOWER -LIFE</b>	Nil

SR.	CATEGORY	F E E S
		SUBSCRIPTION
13	WIDOW - WIDOWER - ORDINARY	As payable to late spouse +18% G.S.T.
14	SPORTS MEMBERSHIP	Rs.6,600/- p.a. +18% G.S.T.
15	DIVORCEE MEMBERSHIP	Rs.24,000/- p.a. +18% G.S.T.



