



SMART CLUB CALI

INTRODUCTION

WHEREAS AKS Infratech, a partnership firm duly registered under the provisions of Partnership Act, 1932 having its registered office at 525 & 526, Fifth Floor, Ravi Bhavan Commercial Complex, Jai Stambh Chowk, G. E. Road, Raipur, Chhattisgarh has developed three Projects viz "Villa California"; "AKS World City"; and "AKS Smart City", located in villages Amleshwar and Pahanda, Tehsil Patan, Durg, Chhattisgarh and for all the three Projects' residents, a Club House named as "Smart Club Cali" non-exclusive to individual Project common area, has also been developed under the ownership of the Firm for the entertainment and community development of the residents of all the three Projects. The Bye Laws for effective administration and convenience of the members of the said Club has been hereby given to the Club as under.

Article – 1

The Bye Laws of the "Smart Club Cali"

All the following provisions shall be named as "**The Bye Laws of Smart Club Cali**" and shall be hereinafter referred to as "**Bye Laws**" for brevity.

Article – 2

The Bye Laws to be Binding and Smart Club Cali Location

The Bye Laws of Smart Club Cali shall be binding upon all the allottees of Plots/Houses and subsequent transferees where applicable as per terms of the sale deed of respective Plot/House under the said three Projects of AKS Infratech specified herein under Article – 3 of this Bye Laws and the Members of the Smart Club Cali which is located at Plot No. A-2 on khasra No. 2/1 P.H.N. – 05, Tahsil Patan, R.N.M. Bhilai-3, district- Durg, Chhattisgarh hereinafter referred to as "**Club**". The Club is owned by AKS Infratech and is non-exclusive to any one or all of the said three Projects.

Article – 3

Club for the Projects

The Smart Club Cali, unless otherwise provided in this Bye Laws, shall be the Club for residents of the Projects of AKS Infratech viz Vila California, AKS World City and AKS Smart City. All the three Projects shall be hereinafter collectively referred to as "**Projects**" and individually as "**Project**" with Names "**Smart City**" for AKS Smart City; "**World City**" for AKS World City; and "**Vila**" for Vila California.



Article – 4

Purpose:

The purpose of the Club is:

- (a) To provide and make available indoor and outdoor entertainment facilitate and to provide for meeting venue to the different Members of the Club with each other and their bona-fide guests;
- (b) To provide opportunities and facilitate and support communication and friendship among residents of the Projects and its Members for healthy community living; and
- (c) To enjoy well-rounded healthy life style through participation in the Club activities.

Article – 5

Management

Management shall mean management of the Club through a body constituted by AKS Infratech out of its sole authority and discretion for the purpose of administration and management of the affairs of the Club in all respect.

Article – 6

Member

A Member shall be a person who has been duly provided/issued with non-transferable membership of the Club including all its variants/categories/types, by a competent authority appointed by the Management for the purpose, against an application in prescribed format submitted by the person/applicant with such undertaking in prescribed format as may be prescribed from time to time and after making advance payment of such Membership fee, advance annual/periodic usages charges and such other charges as may be prescribed from time to time by the Management, and fulfilment and due compliance of all requisite conditions of acquiring and retaining Club Membership by the person concerned and who is issued with membership card. A Membership of the Club shall not be a right but a privilege which is subject to fulfilment and compliance of terms and conditions of Membership and any Non-compliance of Bye Laws and rules made thereunder may result in termination of Membership at the discretion of the Management to protect larger interest of the Club.

All duly authorized Member/s of the Club shall be hereinafter referred to as "**Member**" for individual reference and "**Members**" for all the Members together or collective reference.

Article – 7

Membership General Qualification and Requirements

To qualify as a Member of the Club irrespective of any Category/Variants/Types, the applicant must be a person who shares the common interests of the Club, agrees to the purpose of the Club, and accepts the terms and conditions stipulated in this Bye Laws, Rules & Regulations and general instructions of routine nature of the Club. In the event of rejection of an application for membership no reason may be assigned. Admission to the Club must be approved by the Management/competent authority of the Club after preliminary qualification examination and is subject to the following requirements:

- (a) Applicant must be a decent person with social credibility, responsibility and is suitable to become a Member of the Club;
- (b) Applicant has no significant health problems which could be harmful to other Members and is able to maintain good health on his/her;
- (c) Applicant is not involved in any antisocial organisations; and
- (d) Applicant is not an undischarged bankrupt or a previously expelled Member.

Article – 8

Procedure for Membership Application

- (a) For admission into the Club as a Member of any Category/Variant/Type, an application in the prescribed format with all necessary information and relevant documents are required to be submitted to the Club Office. The application should be proposed and seconded by two existing members of the Club in cases of applicant/s for Temporary/New Membership. The Management may confirm and investigate the applicant's identity and the information furnished in the application.
- (b) The Competent authority for the purpose, shall review the applications for Membership, and determine at its own discretion whether or not admission is approved.
- (c) Applicant will then be notified of the results of such determination. In the event of disapproval, the Management will not disclose the reasons on which such disapproval is based and such determination shall not be subject to further inquiry or appeal.
- (d) If the application is approved for Membership of the Club, the applicant shall be required to pay in advance such Membership Fee and annual usage charges or for such period as may be applicable in his particular case depending upon nature of

Membership within 15(fifteen) days of notification of such approval.

- (e) Upon payment of such monies and signing in all requisite Membership documents including and undertaking to abide by this Bye Laws, Rules and Regulations and staff instructions which may be issued from time to time, the applicant shall become Member of the Club and entitled to all the privileges of the Club as may apply to his/her Membership.
- (f) Membership benefits and privileges are at the discretion of the Management and are subject to change without any prior intimation to the Member/s. In the event of congestion of any facilities the Management shall have the superseding right to require prior notice or reservation from any Member intending to use the particular facilities and to subject the use to the availability of the facilities, or even may impose some charges for its usage beyond a particular time or on busy days.

Article – 9

Membership Tenure

The Membership for different Categories/ Variants/Types shall be for such period as provided hereinunder and the same may/may not be renewed in accordance with this Bye Laws.

9.1 Subject to compliance to the terms and conditions of the Bye Laws, the term of a Allottee or Resident Permanent Members (Category – 1) shall be for a maximum period of 10(ten) years or during the time of retention of ownership of the Plot/House in any one of the Projects, whichever is earlier; unless renewed by payment of such charges/fees as may be applicable at the time such renewal for such term as may be decided by the Management.

9.2 Subject to compliance of the terms and conditions of Bye Law by the Temporary Member in question, the term of Temporary Member shall be such as may be prescribed by the Management in each case, but in no case the same shall exceed one year. The Temporary Membership may be extended for another period of maximum one year upon receipt of application for the same by the Temporary Member and at the discretion of the Management.

9.3 The term of Honorary Member shall be one year from the date of issue of such Membership, unless the same is extended by the Management solely on its own discretion.

9.4 In cases where the tenure of the Membership has elapsed and the concerned Member has not applied within the one month prior to



the validity date for extension or renewal of Membership, the Member shall cease to be Member after the date of lapse of validity and shall be debarred from entering the premises of the Club or use the facilities of the Club in any manner whatsoever.

9.5 A Member whose Membership has elapsed and not renewed within the prescribed time limit due to genuine reasons, shall, unless declared disqualified by the Management as per the terms of the Bye Laws, Rules and Regulations of the Club, be qualified to become Member again if permitted by the Management.

Article – 10

Membership Card

- 10.1 Membership Card shall be a small document in prescribed format issued by the competent authority of the Management to an entitled Member for the purpose of establishing identity of the Member concerned. A Supplementary Membership Card may also be issued to the authorized family members of the Member. Under such circumstances the Member of the Club may also be termed as **“Principal Membership Card”** wherever applicable and the Membership Card of the said family members shall be termed as **“Supplementary Membership Card”** if the context so requires.
- 10.2 Notwithstanding anything in this Bye Laws each Member of the Club shall be issued with a Membership Card and shall be invariably required to produce such card in order to obtain entry to the premises of the Club. Nothing in this clause shall entitle a Member to enter upon the premises of the Club whose Membership Card has become invalid due to any reason or who has been expelled/ suspended / withheld / or other disqualifications of temporary or permanent nature due to any reason.
- 10.3 Membership Card shall be valid for such period as prescribed in this Bye Laws for each category of Member or as may be specified in the Membership Card at the time of its issue. The Membership Card shall be renewed from time to time by the competent authority upon application by the Member in the prescribed format one month prior to the lapse of the validity by the concerned Member and upon payment of such Membership fees, usage charges or such other charges as may be decided by the Management from time to time and applicable for the purpose. Any Membership Card if found to be defaced due to any reason may also be required at the discretion of the Management to be reissued upon payment of such nominal charges by such defaced Card holder as may be applicable from time to time for the purpose.

- 10.4 In case of any disqualification of the Member, the Membership card/Principal Membership Card along with Supplementary Membership Card shall be deposited by such disqualified Member with the Club Office. Any wilful Abuse of Membership Cards / Principal Membership Card/Supplementary Membership Card, shall be deemed to be serious misconduct under this Bye Laws and may result in permanent disqualification of Member.

Article – 11

Membership type

- 11.1 “Permanent Membership”** shall, with all its variants as provided in this Bye Laws, mean a Membership of the Club of an allottee or such other persons as may be authorized by the Management which is valid for a maximum period of 10(ten) years or till the Member retain ownership of Plot/House in the Projects whichever is earlier. After a period of 10(ten) years the Permanent Member shall be required to acquire Permanent Membership a fresh by applying for the same in the prescribed format atleast one month in advance of lapse of said period of 10 years and paying such Membership fees, annual usage charges or usage charges for such periods, or such other charges as may be applicable and decided by the Management at that time.
- 11.2 “Temporary Membership”** shall with all its variants as provided in this Bye Laws shall mean a Membership of the Club of such person as may be authorized by the Management after fulfilling certain criteria and payment of such yearly Membership fees, annual or for such period usage charges and other charges as may be prescribed by the Management from time to time and which shall be valid for a period of one year from the date of issue of such Membership.

Article – 12

CATEGORIES OF RESIDENT MEMBERS

12.1 Membership for Allottee/s of the Projects on the basis of Sale Deed (Category- 1/1):

Every Allottee of any of the Projects shall be entitled to acquire membership of the Club for himself and his family members as defined, if the Allottee has agreed in the registration of his/her Plot/house sale deed executed by AKS Infratech only, in any of the said Projects to become member of the Club and not otherwise. The Membership of the Allottee under this Category and his/her family shall terminate simultaneous to the sale of his/her said Plot/House to any third person by the Allottee. The Membership under this Category shall not be required to pay



any permanent membership fees, but annual usage charges or such other charges for such period as may be applicable for the Membership has to be paid by the Member. The family members of the Allottee entitled to become Members of the Club and shall include only following and not otherwise:

12.1.1 Allottee based Membership shall include Allottee and his/her spouse (wife or husband); and

12.1.2 Children of the Allottee Member: only 2(two) Children below eighteen years of age shall be entitled for membership of the Club till they attain the age of eighteen years and after the children of the Member Allottee attains eighteen years of age the membership of such child/children shall automatically terminate under this Category.

12.2 Membership for Allottees of the Projects (Category – 1/2): Residents of the Project who do not fall under the first Category 1/1 hereinabove, are entitled to Membership of the Club provided they pay such Membership fees, advance annual usages charges and such other charges as may be applicable from time to time, to the Management against acquiring Permanent Membership. The Membership of the Allottee and his/her family shall terminate simultaneous to the sale of his/her said Plot/House in the Projects to any third person by the Allottee. The family members of the Allottee entitled to become Members of the Club shall include only following and not otherwise:

12.2.1 Allottee based Membership shall include Allottee and his/her spouse (wife or husband); and

12.2.2 Children of the Allottee Member: only 2(two) Children below eighteen years of age shall be entitled for membership of the Club till they attain the age of eighteen years and after the children of the Member Allottee attains eighteen years of age the membership of such child/children shall automatically terminate under this Category.

12.3 Membership for Extended Member of Family of a Permanent Member under Category 1/1 & 1/2 (Category 1/3)

Membership for extended member/s of family of Permanent Member of Categories 1/1 and 1/2 stated hereinabove, shall include father, mother, brother & sister of the Permanent and shall fall under Category-1/3. This kind of Membership, shall be provided upon application by the Permanent Member in the prescribed format upon payment of such Membership charges



and advance annual usage charges as may be decided by the Management from time to time. Permission for this kind of Membership shall be subject to the approval of the Management at its sole discretion. Such membership shall not be claimed as a matter of right.

12.3.1 Extended Member/s' Children (under 18 years of age): 2 Children of the extended Member's Family

12.4 Membership of Subsequent Allottee of Plot/House of the Permanent Member of Category – 1/1 (Category-1/4):

In case any Permanent Member of Category 1/1 transfers his Plot/House in the Projects by any mode of transfer, such transferee shall be under obligation to obtain the Membership of the Club as per terms of the Sale Deed of the Plot/house acquired by paying such Membership fee as may be prescribed by the Management from time to time and such annual usage charges or usages charges or such other charges for such period as may be prescribed by the Management from time to time. The said transferee shall within one month from the date of registration of the deed of transfer or transfer of title shall be under obligation to pay in advance the applicable Membership fee to the Management and advance usage charges or such other charges as may be prescribed from time to time. This Category of Membership shall have all the entitlements of Membership of Category (1/1) specified hereinabove.

12.5 Benefactor Member (Category1/5):

The Benefactor Member shall be an individual, who has completed 18 (eighteen) years of his/her age and who may be admitted as such, on payment of a donation to the Club of such sum of money plus taxes, if any, as the Management may decide from time to time. The Benefactor Member shall be son/daughter of the First Allottee Member / Resident Member. If he/she gets married his membership converts to Resident Member Family after payment of such amount against Membership fee, annual usages charges or such other charges as may be applicable at the time of issuance of such Membership.

12.6 Temporary Member (Category-1/6):

A Temporary Member shall be an individual, who may be admitted as such, for having taken up a temporary residence within the limits of either Villa California / AKS Smart City World City. The application for such Membership shall be

supported by at least one Allottee Member or Resident Member. Temporary Membership may or may not be permitted at the discretion of the Management to an individual. If such an individual membership seeker's case has been approved for grant of Membership by the Management and such individual pays within the prescribed time such Membership fee, advance annual usages charges and such other charges as may be decided by the Management from time to time, the individual may be permitted to be a Temporary Member of the Club under Category -1/6).

Article – 13

13 CATEGORIES OF NON- RESIDENT MEMBERS

13.1 Non – Resident Member (Category – 2/1): For such individual/s seeking membership of the Club but residing outside of Projects may be permitted by the Management to the Membership under this Category and shall have to pay in advance such Membership fee, annual usage charges and such other charges as may be decided by the Management from time to time and subject to fulfilment of such other criteria by the individual as may be prescribed by the Management from time to time.

13.1.1 Non- Resident Member's Children (under 18):
only 2

13.2 Honorary Member (Category – 2/2): The Honorary Member shall be an individual who is admitted as such by the Management, without any membership fees or donations on account of the distinctive position in the field of sports, culture, arts, science, education, etc., but a Member under this Category shall be responsible to pay the advance annual usage charges, and such other charges as may be applicable from time to time to the Management.

13.3 Corporate Member (Category – 2/3) : Corporate Member shall necessarily be a company, partnership firm, corporation, Trust, society, or other entity duly registered under any law in force in India, and who shall be admitted as such, by the Management upon advance payment of donation of such amount, annual usage charges and other charges, as may be decided by the Management from time to time and who shall be having its Registered/Head office/Business office within the limits of State of CG. Such Member shall be represented by a maximum of three Directors/Partners/Trustees or duly authorized Officers by the Corporate Member who shall be entitled to enjoy all the benefits of the Club.

13.4 Referral Member (Category - 2/4) : The Referral Member shall be an Individual who has been referred by either a resident category 1/1 or 1/2 member or a non-resident member category 2/1, who shall be admitted as such, by the Management upon advance payment of donation of such amount, annual usage charges and other charges, as may be decided by the Management from time to time and subject to fulfilment of such other criteria by the individual as may be prescribed by the Management from time to time.

Article – 14

Facility & Game fee and Usages Charges

- 14.1 The Management shall prescribe such fees/charges to be paid by any Member, Nominees of Corporate Members or the guests of the Members, as facility fees for permitting such Members beneficiary of the guest of Member to take part in any game (Cricket or Football) in the Club premises as stated under Article 26 & 28. No Member, beneficiary Nominee of Corporate Member or guest of the Member shall be entitled to take part in the game (Cricket or Football) at the Club unless game fee is paid in advance.
- 14.2 The annual usages charges or usages charges for such period as may be decided by the Management is mandatory for all Members to avail of the other facilities as contemplated under Article 27 such as Badminton, Card Room, Gymnasium, Ping Pong etc. No member, beneficiary Nominee of Corporate Member or guest of the member shall be entitled to take part in the game or take benefit of any facilities of the Club unless said annual usages charges are paid.

Article – 15

Fines / Disciplinary action

- 15.1 Member shall be liable for disciplinary action for his/her misbehaviour or for the misbehaviour of their guest, in the premises and places of the Club, irrespective of the fact whether the places are managed directly by the Club or by agencies appointed by the Club.
- 15.2 The Management may prescribe and impose fines and/or initiate disciplinary action, as it may deem fit, on any Member. The fine

to be imposed by the Management shall not be less than INR 1,000/- (Rupees One Thousand Only) for first occasion and not less than INR 2,000/- (Rupees Two Thousand Only) for subsequent occasions. The minimum amount of fine is subject to review by the Management from time to time.

15.3 Depending upon the nature of the misbehaviour, the Management may at its sole discretion suspend Membership for such period as may be considered just and fair by the Management under the circumstances or impose fine or terminate the Membership of the defaulting Member for gross and wilful negligence, misconduct of serious nature.

Article - 16

Guests of the Member

16.1 Any Member of the Club shall be entitled to bring his/her guests to the Club for the purpose of availing of the facilities of the Club, provided that such guest is accompanied by the Member at all time during the stay in the premises of the Club. Such guests shall be allowed on payment of such fees as may be prescribed by the Management from time to time.

16.2 Guests shall be permitted to the Club on condition that they observe all applicable Rules, Regulation and Bye Laws of the Club. Member inviting Guest must pay for all charges incurred by their guest/s and indemnify the Club Management against all their defaults and against all claims they may make on the Management.

Article – 17

Forfeiture of Membership

A Member's Membership shall be forfeited in the following cases:

- (a) Withdrawal from Membership;
- (b) Death;
- (c) Termination of Membership for any reason specified under this Bye Laws or any other which in the discretion of the Management feels just and fair to protect the interest and purpose of the Club;
- (d) Dissolution (for corporate Membership)
- (e) Transfer of ownership of Plot/House under the Projects;
- (f) A Supplementary Card holder is deemed to withdraw from and forfeit his/her Membership at the time of forfeiture of

Membership by the Principal Member on whom such a Supplementary Membership is dependent.

- (g) All Members shall cease to be the Members of the Club upon the expiry of their term or selling their units/plots/house to subsequent buyers whichever occurs earlier. A person ceasing to be the Member for default in payment of the fees, usages charges, or other dues to the Club, can be re-admitted only upon the payment of all dues and arrears, Membership fees afresh and such fine as may be imposed by the Management in each case.
- (h) A Member of the Club may be expelled, at any time, if he/she/it incurs disqualification/defaults of serious nature as specified for being a Member under these Bye Laws /Rules and Regulations, provided that such expulsion has been proposed and decided by the Management.
- (i) No Member, who has been expelled by the Management, shall be entitled for readmission as Member.

Article – 18

Withdrawal

If a Member intends to withdraw from Membership, he/she must submit a withdrawal notice on a personal or corporate letter head and obtain the approval of the Management. In case of withdrawal, the Membership Security Deposit, if any, may be refunded without interest after deduction of outstanding due to the Member withdrawing but under no circumstances whatsoever, the advance Membership fees and advance annual usage charges paid shall be refunded to such Member.

Article – 19

Termination

- (a) If a Member who misuses the facilities of the Club intentionally or who acts in a way which constitutes a safety hazard or interferes with the enjoyment of other Members or which is in flagrant disregard of the Rules, Regulations, Bye Laws, routine instructions of the Club or whose conduct is otherwise injurious to the reputation, character and interest of the Club or who otherwise renders himself or herself unfit to associate with Members of the Club, will have his or her Membership terminated immediately.
- (b) Members who have failed to pay the applicable Membership fee/annual usage charges or other charges as may be applicable to his Membership, including the payment for shortfall in deposit as hereinabove mentioned or any other Club



dues, by the due date and has failed to comply with a subsequent demand for payment within the prescribed time.

- (c) Moreover, the Management reserves the right to terminate the Membership of any Member any time without notice at its sole discretion. If the Management terminates Membership of any Member enrolled under a joint or corporate Membership, then the Management reserves the right to terminate all other persons enrolled under that Membership.
- (d) Upon termination of Membership no refund of advance Membership charges and advance usage charges paid by the Member on any accounts whatsoever it may be, including the termination of the Club Membership by the Management for non-compliance of the Bye Laws or Rules or Regulations or instructions as the case may be and the Membership is non-transferable.

Article – 20

Dress Code of the Club

Persons/Member using the facilities of the Club must dress in a manner appropriate to the activity being engaged in or as may be specified by the Management. Failure to do so may result in refusal of admission or a request to leave. Persons not acting upon such request may be instructed by the Management staff to leave which shall be followed by the Person/Member. Any non-compliance by such Member shall amount to misconduct and may result in imposition of fine of such amount as may be decided by the Management.

Article 21

Management's Power to Amend the Bye Laws and to Make Rules & Regulations

The Management shall have Power to amend the Bye Laws and to make rules/regulations, applicable Membership fee or annual usage charges or such other facilities charges or other charges from time to time thereunder for better administration of the Club; its growth & development; and effective and convenient usage of the Club facilities by the Members, which shall govern the entire affairs related the Club and its administration as per requirements of the Club. Management or any of its staff authorized by the Management shall have right and authority to pass such notifications/circulars/instructions as may be necessary for better administration of day to day affairs of the Club. The periodical amended Bye Laws, Rules & Regulations, membership fees, usages charges & other charges, shall be incorporated as a part of this Bye Law and the same shall be Scheduled to this Bye Laws from time to time and



shall be binding upon the Members and others related expressly or by implications to the affairs of the Club.

- (a) A copy of these Bye Laws shall be always available at the Reception Desk of the Club for reference by the Members.
- (b) All Members by the virtue of being Member of the Club, shall be deemed to be aware of provisions of the Bye Laws and for all such changes made from the time, from the date they are first posted on the Notice Board of the Club and all Members of the Club shall be bound by the Bye Laws. Material changes in Bye Laws may be communicated via emails as provided by the respective Members only for convenience and mere non receipt or any other reason shall not be a ground to claim in any manner whatsoever any non-awareness of the Bye Laws by any Member and the same cannot be claimed as ground of non-compliance.
- (c) Any questions or disputes as to the interpretation or administration of the Bye Laws, the shall be decided by the Management and whose decision shall be final and binding on the Members.
- (d) All timings of the Club notified by the Club Management shall be strictly adhered to. **The Management** reserves the right to change these timings from time to time.
- (e) No Member shall request the Club Staff to remain beyond the scheduled working hours nor will the Club or any other part of it be kept open beyond the timings laid down except for specified occasional circumstances for which advance permission shall be obtained from the Management.

Article – 22

Management’s Power to Change Various Charges for Facilities

The charges for various facilities of the Club may change from time to time as decided by the Management. Members are advised to ascertain the charges for the facilities prior to the use of facility from the Reception. Any failure to take prior cognizance of the charges by any Member shall be deemed to have taken prior cognizance of the charges and no such grievances/defences shall be entertained in this regard after use of the facility.

Article – 23

Complaint/Suggestions

Complaints or suggestions should be made to the facilities manager of the Club only in writing.

Article - 24

MANAGEMENT

Since Builder of the Club is responsible for the day to day management of the Club, he will be represented by the Club Manager duly appointed for the purpose.

Article – 25

Tournaments

The Management can organise Tournaments for Game Facilities at the Club where Member as well as non-Members would be able to participate and such Tournaments shall be governed by the schemes of the Tournaments as may be notified in advance by the Management from time to time.

Article – 26

Facilities at the Club

GAME FACILITIES (OUTDOOR)

- 26.1 Flood Light Cricket Ground
- 26.2 Flood Light Five a side Football ground

Article – 27

OTHER FACILITIES (INDOOR)

- 27.1 BADMINTON COURT
- 27.2 PING PONG TABLE
- 27.3 CARD ROOM
- 27.4 STEAM ROOM
- 27.5 GYMNASIUM



Article – 28

OUTSOURCED FACILITIES

HALL & KITCHEN

Article - 29

RULES & REGULATIONS

- 29.1 The Management of the Club shall frame, amend or substitute its own Rules and Regulations for the purpose of achieving its objects on subjects which include but not limited to the management of the Club, admission, discipline, use of facilities, payment of charges and expulsion of the Members, conduct of meeting, etc.. Such Rules and Regulations may delegate any powers of the Club administration unto its office bearers for effective administration and control of Club events/activities.
- 29.2 Rules and Regulations may also provide for permitting the guests of the Members or any non-Members to avail the facilities of the Club without becoming the Members and even before attaining the qualifying age for the Membership of the Club.
- 29.3 The Management shall have power to frame such other Rules & Regulations not provided in detail in this Bye Laws for regulating the activities and administration of the Club.

Article – 30

Liability

- 30.1 The Management shall not be responsible or liable for any loss of or damage to, property whatsoever or any bodily injury, death or illness of any member or guest howsoever caused, sustained or incurred arising-out of or in any way connected with the use of, whether proper or otherwise, of any of the equipment and/or facilities of the Club.
- 30.2 Persons using the facilities of the Club, including gymnasium etc. are advised to undergo a medical examination prior to joining the Club. The Management will not be responsible for the death or injury or mental impalement of any person



whether or not arising from any prior injury or illness whether known or unknown through the use of facilities or advice given by the staff of the Club appointed by the Management or any of its approved agents.

- 30.3 No person using the facilities of the Club shall take away or permit to be taken away from the Club any of the facilities; or, permitted to cause damage to any property of the Club; and any defaulting person shall be liable to compensate for such loss or damage caused to the Club facility or property.
- 30.4 All persons using the facilities of the Club agree to indemnify, defend and hold harmless the Club, the Management, and each of its directors and employees and agents from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by the Club or the Management. The Management and / or each of its employees and agents in respect of any person's use of the services and facilities of the Club and arising as a result of the actions or omissions committed by any person using the Club's facilities.

Article – 31

Staff Instructions

As well as observing the Rules and Bye Laws of the Club, Members and their guests should also comply with the directions given by the staff of the Club appointed by the Management, who are responsible for the day to day enjoyment of the Membership and supervision of the facilities. Members are responsible for ensuring that their guests comply with such Rules and bye Laws and any directions given, and any default of a guest in doing so shall be deemed to be the Member's default having implications accordingly. Certain exigencies arising in the operation of the Club may necessitate an immediate response from the Management in which event the Management has the power and sole discretion to take such decisions as will further the objects and purpose of the Club, including one that departs from any of the Bye Laws, so long as it is consistent with the Objectives.

Article – 32

Force Majeure

If for any reason beyond the Club's Management or Member's reasonable control (including but not limited to strikes; labour disputes; acts, regulations or orders of governmental authorities; civil disorder;



disasters; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Club), it is impossible or illegal for the Club Management or the Member/s to perform their respective obligations under this Bye Laws, Rules & regulations thereunder shall not render the Member or the Club Management liable for such default provided due notice is given by the defaulting person to the affected party within reasonable time of occurrence of such force majeure event.

Article – 33

Address for Notice

Each Member shall inform and keep the Management of his or her address for correspondence / communication and any change of address within 7 days of such change. Notices under these Bye Laws of the Club shall be given either by the registered mail to the last address so furnished or by exhibiting such notice in a prominent place in the premises of the Club which shall be deemed serviced.

Article – 34

Responsibilities of Members

- 34.1 It shall be the responsibility of each Member to strictly comply with the Bye Laws; Rules and Regulations made thereunder; necessary instructions passed on day to day basis for effective administration of the Club and its activities.
- 34.2 Members are expected to use the facilities of the Club with utmost care and concern on their own responsibility and at their own risk. Members are under obligation to take care prior to use of the facility about its serviceability and intactness which can be notice with reasonable care. Any damage or unserviceability of any facility noticed by the Member/Guests prior to its use, must be reported to the Club Staff immediately, failing which it shall be deemed that such damage or unserviceability has been caused by the concerned Member/Guest/person giving rise to liability accordingly.
- 34.3 The Club Members/Guests are required to take care of their personal belongings and their persons themselves while being in the Club premises. The Club assumes no responsibility for any accident, theft, injury, etc., that may be suffered by any Member in the premises of the Club or in the course of use of the facilities of the Club, except for cases of wilful misconduct or gross negligence on the part of the Club Staff.



- 34.4 If any damage is caused to any of the facilities of the Club or to person or property of any third party by a Member within the Club premises, due to any reason attributable to the relevant Member, he/she shall be obligated to pay compensation for such damages within such time as may be directed by the Management. What would be the reasonable time under the circumstances of the case shall be decided by the Management which shall be final. Any default in this regard shall be deemed to be breach of Bye Laws having implications accordingly. Moreover, each Member assumes responsibility for any act of his/her accompanied Guest, jointly and severally with such Guest.
- 34.5 If the person whose name is registered as a Member by the Corporate Membership is held responsible for damages pursuant to the preceding paragraph, the corporation registered as a Corporate Member assumes responsibility for such damage jointly with such person.
- 34.6 Members or their guests are prohibited to bring any animal, pets in the premises of the Club.
- 34.7 All illegal, immoral activities within the premises of the Club are strictly prohibited. Member/s shall ensure that either he/she/they or their Guests do not bring or consume alcohol in any form in the Club Premises; or, do not Gamble in the Club Premises. Such activities are strictly prohibited within the premises of the Club.
- 34.8 Member/s /Guest/s or any person/s is/are strictly prohibited to smoke within the Club Premises.
- 34.9 Outside Food and Beverages and other consumables are not permitted to be brought into the Club and its premises.
- 34.10 Besides, other penalties provided under this Bye Laws for defaults by Member/s, a Member may be fined for any of the defaults under these Bye Laws or Rules and Regulations of the Club with such amount as may be prescribed/ decided from time to time by the Management.

Article – 35

Entire Understanding of Terms and Conditions

These terms and conditions under the Bye Laws embodies the entire understanding between the parties, and there are no other premises, terms and conditions or obligations except as provided herein, whether oral or written, express or implied; and these terms and conditions



prevail if there is any contrary agreed otherwise, unless it is formed part of the Club terms and conditions.

Article - 36

Interpretation

Unless the context otherwise requires, all terms defined in the Rules of the Club shall bear the same meaning in these bye Laws, Rules and Regulations. In case of any requirement of interpretation of the Bye Laws, Rules and Regulations the decision of the Management shall be final and binding.

Article - 37

Conduct justifying Exclusion of Member

Any Member/Guest/person who misuses the facilities of the Club or who acts in a way which constitutes a safety hazard or interferes with the enjoyment of other persons in the Club or whose conduct is otherwise injurious to the character and interest of the Club or any other Member shall be upon request by the Management/Staff forthwith leave the premises of the Club in a manner that causes least disturbance to the persons in the Club/Club Premises.

Article – 38

Variation

These bye-laws may from time to time, be revoked, altered or added to by the Management at its absolute discretion and users of the facilities of the Club, Members shall be deemed to have agreed to such revocation, alteration or addition.

Article – 39

Complaints and Disputes

All complaints concerning the Club or dispute of differences over the interpretation of these Bye Laws, Rules & Regulations shall be referred to the Management for due consideration and the decision of the Management shall be final and binding.

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