# **PRINCETON**

### Clubbing Personified

**DEFINITIONS** 

NAME THE NAME OF THE CLUB IS

'PRINCETON".

ADDRESS 26, Princeton Anwar Shah Road, Kolkata-700 033

CLUB-PREMISES An Area, within Merlin Residency, is duly demarcated and is

the Premises of The Princeton Club. It comprises of a well equipped Gymnasium, Spa, Swimming Pool, Squash Court.

OWNER: MERLIN RECREATION PRIVATE LIMITED. a Company

incorporated under the Companies Act, 1956, having its Registered Office at 26, Prince Anwar Shah Road, Kolkata-

700033 (hereinafter referred to as "MRPL")

ADVISORY BOARD MRPL at its sole discretion may constitute an Advisory

Board with the powers to appoint or remove the member(s) on the Board without assigning the reasons therefore, the member on the Advisory Board may not necessarily be the member of the Club. MRPL shall be the only authority to settle all questions on the constitution of the Advisory Board.

**DELEGATION OF** 

POWERS MRPL at its sole discretion may delegate any of its

administrative powers to the Advisory Board, if deemed appropriate or may grant the same to an Officer appointed

for the purpose of managing the affairs of the Club.

#### 1. $\underline{RIGHT OF CONTROL}$ :

MRPL alone has the right and power to amend, modify, add or delete any of the Rules & Regulations & Bye-Laws and the Terms & Conditions of the Princeton Club, from time to time and without notice and implement the same. MRPL also has the absolute power and authority to carry out development, addition or alteration of its property (Princeton Club Premises) in its entirety or any portion thereof. The club is a proprietary club belonging to MRPL and the administrative and the management control of the club shall absolutely and exclusively vest with MRPL and no member of the club or any person or party shall have any say in the management and control of the club.

#### 2. CLUB HOURS:

The club hours shall be from 6.00 A.M. to 11.30 P.M. The Club / Management at its sole discretion may alter the club hours on special occasions as it may deem fit.

#### 3. THE RIGHT OF ADMISSION:

The right of admission to the club is reserved with MRPL and the right of admission is restricted. The member may not be allowed to enter the Club-Premises if he/she does not carry the membership card.

#### 4. USE OF CLUB-PREMISES:

The Club Premises is available for the use and enjoyment of the Member. However, MRPL at its sole discretion, reserves the right to use the said Premises or certain areas or portions thereof together with certain facilities for the purpose of hosting party, functions, events, banquets, seminars, conferences and social gatherings from time to time and to which the member shall have no right to object and under such circumstances, certain areas and portions of the Club-Premises will be restricted to the Members on such occasions.

#### 5. MEMBER:

The word "member" means a person or body corporate who applies in the prescribed form alongwith the requisite membership admission fee and who has been accepted by MRPL as a member of the club and is enrolled on the Register of Members of the club provided that if the name of any person or body corporate has been entered in the Register of Members of the club through inadvertence or mistake, MRPL shall have authority to remove the name of such person / body corporate from the Register of Members of the club.

No member of the club shall have any right, title or interest of whatsoever nature in respect of the movable and immovable properties of the club which shall absolutely vest in MRPL. However, members shall be entitled to the right and enjoyment of the services and amenities provided by the Club subject to the rules and regulations as provided herein. MRPL may for reasons beyond its control or due to unavoidable circumstances transfer, assign or dispose off the club in which event the members shall be entitled to recover only the amount paid by them (by way of deposits) without interest cost or compensation whatsoever.

#### 6. WHO CAN APPLY TO BE A MEMBER:

Any person who is well accepted in general society and who agrees to observe and perform and be bound by these rules and regulations and amendments hereof can apply to be a member of the Club. However MRPL reserves to itself full power and absolute discretion to reject any application for membership without assigning any reason on that behalf.

#### 7. MEMBERSHIP:

The membership of the Club shall entitle the member only to avail the use or enjoyment of the facilities at the Club subject to these rules including any amendment hereof.

#### 8. CLASSIFICATION OF MEMBERSHIP:

#### **8.1 FAMILY MEMBER:**

Family member shall mean a member and his/her spouse who upon the approval of his/her admission to the Club, by MRPL as member, will continue to be a member till 31.12.2035 and enjoy the Club facilities upon payment of such fees, deposits and charges as may be decided by MRPL or as applicable from time to time and by abiding by and subject to the rules, regulations and bye-laws of the Club.

#### 8.2 MEMBER'S FAMILY:

- (a) Member's Family shall mean and include his/her spouse, their (dependent) sons and daughters below the age of 18 years who shall be entitled to use the facilities of the Club as stated herein subject to such restrictions as provided herein or as may be imposed by MRPL from time to time.
- (b) The members family and guests shall abide by the rules & regulation of the Club failing which the privileges conferred on them by these rules shall be withdrawn forthwith.
- (c) The rights and privileges conferred on the members family and / or guests shall cease if the member or any one from the member's family or guests commit breach of rules or regulations of the Club or commit any act or omit to do anything which would render the member liable to be expelled from the membership of the Club or if the member intimates in writing that he does not desire any one or more of his family members to enjoy such rights and privileges.

#### **8.3 INDIVIDUAL MEMBER:**

Individual member shall mean any lady (Spinster/Divorcee/Widow) 23 years of age or above and any gentleman (Bachelor/Divorcee/Widower) 23 years of age or above, who upon the approval of her/his admission to the Club, by MRPL as member, will continue to be a member till 31.12.2040 and enjoy the Club facilities upon payment of such fees,

deposits and charges as may be decided by MRPL or as applicable from time to time and by abiding by and subject to the rules, regulations and bye-laws of the Club.

#### **8.4 JUNIOR MEMBER:**

The child of the existing member on attaining the age of 18 years, shall be entitled to become an independent Junior Member by applying in the prescribed form to MRPL within 3 months from the date of attaining the age of 18 years as provided in para 12.1 and upon attaining the age of 23 years will be entitled to become an Individual/Family Member as provided in para 12.2.

#### **8.5 CORPORATE MEMBER:**

- (a) A Company registered under the Companies Act, who is desirous of becoming a member, shall apply to MRPL in the prescribed form together with the payment of such fees, deposits and charges as may be stipulated by MRPL from time to time and will be admitted as a Corporate Member of the Club by and subject to the rules, regulations and bye-laws of the Club and be governed by the rules, regulation and bye-laws as may be prevailing or as modified from time to time.
- **(b)** The Corporate Membership will be valid for a period of 10 years from the date of admission. Thereafter the membership can be renewed, by the corporate member by applying in the prescribed form along with such fees as decided by MRPL for a further period of 10 years only.
- (c) A corporate member may nominate between 2 to 10 representatives who shall not be below the rank of senior executive and subject to the approval of their nomination by MRPL, the representatives of the corporate member shall be entitled to participate in the privileges, amenities of the Club. The corporate member's nominees will be governed by these Rules.
- (d) The nominee together with her/his spouse and family (children below the age of 18 years) shall be entitled to the use of the Club like any other member provided however, that the children of the nominee shall not be eligible for graduation to any category of membership and will be considered a guest of the nominee, upon attaining the age of 18 years and shall be subjected to such restrictions as provided herein or as may be imposed by MRPL from time to time.
- (e) The corporate member is entitled to change its nominee subject to approval of the said nominee by MRPL, only once in a calendar year provided that there shall be at least six months gap between two changes and the Corporate Member shall pay to MRPL a transfer fee as prevailing or as may be decided upon by MRPL from time to time.

#### **8.6 HONORARY MEMBER:**

Any person of distinction or any prominent personality or any such person who may contribute to the goodwill and welfare of the Club, may at the sole discretion of MRPL be admitted as a Honorary Member for such period and on such terms & conditions as decided by MRPL

#### **8.7 TEMPORARY MEMBER:**

MRPL may admit any person as Temporary Member, provided such applicant is an outstation resident and can provide evidence of the same, the Temporary Membership will be granted for a minimum of three months and maximum of one year or for such period as may be decided by MRPL on certain criterias, terms and conditions and on payment of such fees as may be decided from time to time.

#### **8.8 SPORTS MEMBER:**

MRPL may admit any person engaged in or having interest in sports for a particular game or Club activity as sports member for such period and on such terms and condition and on payment of such fees as may be decided from time to time.

#### **8.9 AFFILIATE MEMBER:**

MRPL at its sole discretion shall be entitled to have any reciprocal arrangement with any other Clubs/Association on such terms and conditions as may be decided from time to time.

#### 8.10 OTHER:

MRPL may at its sole discretion allow any group or persons to use the facilities of the Club on such terms and conditions and for such period as may be decided. MRPL on exercising its discretion under this clause may curtail or restrict the privileges of the members and/or the guests for such period as may be decided in its sole discretion.

#### 9. NUMBER OF MEMBERS:

The membership of the Club in any category shall not exceed such maximum number as MRPL may decide at its sole discretion.

#### 10. TRANSFER FEE:

Will be an amount, to be decided by MRPL from time to time, charged by the Club for change in nomination of a Member.

#### 11. TRANSFER OF MEMBERSHIP:

Will be permitted only in case of:

(a) A member leaving the city or country on a permanent basis, in which event the residual portion of the membership will be transferred to the nominee of the member provided however that:

- i) The nominee shall be admitted as a member only if he/she meets the selection criterias which will be the discretion of the Management.
- ii) Only upon a member nominating a nominee and MRPL accepting such nominee will he/she be entitled to a refund of the admission fees / deposit paid by him, without any interest or compensation thereon, provided however that the nominee shall be liable to pay the admission fees / deposit as may be applicable or prevailing at the time.
- (b) In the event of the demise of a Family Member, his membership shall be transferred, on an application to the surviving spouse only, within 6 months of such demise.
- (c) In the event of a member also being, a Plot / Row House / Bungalow Owner, within the Complex 'Merlin Greens' selling his respective Unit, the residual portion of membership can at the request of the outgoing member be transferred to the new Purchaser (one member of the Purchaser) subject to fulfillment of membership criteria prevailing at the time of such transfer and at the discretion of MRPL and which membership will expire on 31.12.2035 and the member selling his Unit shall cease to be a member and will not be entitled to any refund on any account whatsoever.
- (d) In the event of merger, amalgamation or liquidation of a Corporate Member, its membership shall be transferred to the corporate body emerging after the merger or amalgamation of the concerned corporate member.
- (e) A Corporate Member will be liable to pay a transfer fee to MRPL in case of a change of nominee.

#### 12. ADMISSION OF MEMBER'S CHILDREN:

The provisions under this rule are for member's (dependent) children only, who will be considered as the member's family, but shall, upon attaining the age of 18 years, be considered eligible to apply for Junior Membership.

- a) It is explicitly clear that nephews, nieces and grandchildren are not included in the meaning of the word children for the purpose of these Rules. Children other than member's children can be introduced by members as guests only on payment of usual guest fee.
- b) Members shall be responsible and liable to all pay charges for the club facilities used by the children including for drinks and refreshment supplied to them when not accompanied by the member.
- c) Members shall also be responsible for any damage done by their children to any property of MRPL. Members shall make good the loss/damage to the property as assessed and decided by MRPL.
- d) No servants, ayahs etc. accompanying members or their children shall be allowed in the Club premises.

- e) Every child visiting the Club is expected to keep on person, an Identity Card issued in his/her name.
- f) Children below the age of 18 years are strictly prohibited from entering the Bar.
- g) In case of certain events and functions entry of children to the Club, on such occasions may be strictly prohibited.

#### 12.1 GRADUATION FROM DEPENDENT TO JUNIOR MEMBER:

Upon a Dependent attaining the age of 18 years, he/she shall be entitled to become a Junior Member by applying in the prescribed form to MRPL within 3 months from the date of attaining the age of 18 years and upon payment of prevailing fees, deposits and charges or as may be applicable from time to time. The Dependent upon attaining the age of 18 years and not applying for Junior Membership shall cease to be a dependant of the member and shall be treated only as a Guest of the existing member and shall be subjected to such restrictions as provided herein or as may be imposed by MRPL from time to time.

## 12.2 GRADUATION FROM JUNIOR MEMBER TO INDIVIDUAL / FAMILY MEMBER:

Upon a Junior Member attaining the age of 23 years or getting married, he/she shall be entitled to become an Individual / Family Member by applying in the prescribed form to MRPL within 3 months from the date of attaining the age of 23 years / getting married and upon payment of prevailing fees, deposits and charges or as may be applicable from time to time. The Junior Member upon attaining the age of 23 years or getting married and not applying for Individual / Family Membership, shall cease to be a Junior Member and his/her name shall be removed from the membership rules of the Club and will be treated as a Guest and shall be subjected to such restrictions as provided herein or as may be imposed by MRPL from time to time.

#### 13. MEMBERSHIP CARD AND DUPLICATE CARD:

The Club has made arrangements with a Credit Card Company under which, the member shall be required to furnish certain information and details whereafter the said Company will issue them with cards which shall entitle them to enjoy credit facilities at the Club. The said card will also bear the Club Membership number and shall be the identity card for the purpose of the use of the Club and each member and his/ her spouse will be given an individual card and the children will be provided with Identity Cards issued by the Club, which he/she/they shall be obliged to present at the time of entry to the Club and also present the same whenever demanded for by the staff on duty.

MRPL reserves the right to discontinue this arrangement with the Company and have similar arrangements with any other party or make any alternative arrangements as and when it deems fit. On receipt of intimation in writing from a member as to loss of his membership card, the Company / MRPL shall issue a duplicate membership card on payment of fees as may be prescribed by it from time to time provided that the original membership card issued to him if found subsequently will be returned to the Company / MRPL.

If a member to whom a duplicate card has been issued, is subsequently found to use the original membership card in any way except surrendering it to the Company / MRPL, his credit facilities / membership of the Club shall be ceased and in that event he shall not be entitled for refund of Deposits.

#### 14. TERMINATION OF MEMBERSHIP:

A member (or its nominee, in case of a Corporate Member) shall cease to be a member of the club in the following circumstances.

- i) If he/she is found guilty by a competent court of law under an offence-involving moral turpitude.
- ii) On failure to pay within 6 months any debts or dues to the Club, from the date the same becomes due or payable.
- iii) If he/she violates these Rules or misbehaves, commits violence or uses abusive language or becomes a nuisance to other members or by some of his acts and deeds spoils the reputation of the Club etc. The decision of MRPL in this respect shall be final.

On termination, the membership card will become ineffective and the member will be obliged to surrender his membership card to MRPL.

In case of termination of membership no member shall be entitled to any refund on any account whatsoever.

MRPL shall intimate the termination of membership to the concerned member by Regd. Post A.D and shall also publish the relevant information in the Club Notice Board.

#### 15. RE-ADMISSION AFTER TERMINATION OF MEMBERSHIP:

MRPL may at its sole discretion readmit the person as a member of the Club whose membership has been terminated in accordance with these Rules on such terms and conditions and on payment of such fee as it may deem fit and a member whose membership has been terminated twice shall not be readmitted under any circumstances.

#### **16. GUESTS:**

I) Children of the members, who attain the age of 18 years and persons who are not members of the Club may be allowed as guests when accompanied by the member and on payment of such fees as may be decided by MRPL and upon the member recording the names of the guests in the Guest Register. The conduct of the guest

shall be governed by the Rules and Regulations of the Club as applicable from time to time and the member shall be responsible for the conduct of the guests. MRPL in its sole discretion has the power to curtail or restrict the power of member to introduce guests on particular day/days or occasions as, it may deem fit.

- II.(a) A guest shall not sign for games or order for any drink or meal or any other form of refreshment or sign for the same. The member introducing the guest shall be responsible for everything supplied to and all liabilities incurred by or on behalf of his guest. If however, for some reason the member is unable to accompany the guest the Club may allow the guest to pay for any services / facilities or for any meal, drink or refreshment through Cash Coupons / guest's personal Credit Card.
  - (b) If a member introduces a guest who is not eligible for admission under these Rules or contravenes the rules or fails to enter the name of his guest in the guest register even when called upon to do so his privilege to introduce a guest may be withdrawn for such time as MRPL may deem fit.
  - (c) MRPL may from time to time fix the charges payable by members in respect of guests introduced by them, as well as fix the number of times a particular guest can be allowed entry to the Club per month/year.
  - (d) On special occasions, MRPL may for such period as it deems fit withdraw the privileges extended to certain type of members and suspend the rule relating to the introduction of guests and may prescribe fresh rules for their introduction including Admission to the club on such occasions or to witness a special engagement and the charges to be paid therefore as is fixed by the Club.
  - (e) A member introducing guests shall be charged such guest fees as may be decided by MRPL from time to time.
- III. Member of any other affiliated Club attending the Club as Reciprocal member and Temporary Member, may introduce guests to the Club subject to the rules related to guests.
- IV. The following persons will not be eligible for being introduced as guests.
  - (a) A person whose candidature for membership of the club has been rejected.
  - (b) A person who has been expelled from the club membership.
  - (c) A person who has been adjudged insolvent or is found guilty by a competent court of an offence involving moral turpitude or is dismissed from public service for such offence.

#### 17. FEE STRUCTURE:

In lieu of Membership to IBIZA - The Club and for the services, facilities and conveniences to be provided by MRPL each member shall pay the following:-

- 1. ADMISSION FEE: Such amount as may be prevailing or as may be decided upon by MRPL from time to time and payable to MRPL upon admission as a member and such admission fees will be non-refundable.
- 2.. SECURITY DEPOSIT: Such amount as may be prevailing or as may be decided upon by MRPL from time to time to be kept with MRPL by way of Security Deposit free of interest during the tenure of the membership and refundable to the member upon expiry of membership period which will be 31-12-2035 except under the circumstances as described in clause 14.
- 3.. ANNUAL SUBSCRIPTION: All members of the club shall to pay an annual subscription to MRPL at the rate as may be prevailing or as may be decided by MRPL from time to time. Such annual subscription will be payable quarterly and will become due for payment at the beginning of each quarter. However, payment of the annual subscription, may at the discretion of MRPL, be changed from quarterly to bi-annual or annual payments.
- 4.. MINIMUM BILLING: In order to offer a good standard of service and ensure continuous patronage to the Club by the members, MRPL will impose an amount, to be decided by MRPL from time to time, as a Minimum Billing Amount which will be payable by the member irrespective of whether or not the member incurs expenditure equivalent to such amount. The minimum billing amount shall be levied every quarter during which period the amount will be set off against expenditure incurred by the member, should the member not fully utilize the said minimum billing amount levied or not utilize the same at all, the said minimum billing amount or the residual portion thereof shall not be refundable to the member.
- 5.. FACILITIES AND AMENITIES CHARGES: The Club offers a number of facilities, amenities and services for various types of games, entertainments, food & beverage and accommodation. The member, in addition to the above charges will be liable to pay for the use of the same at the rates prevailing or as may be decided by MRPL from time to time and such payment shall be charged in the monthly bill raised on the member by the Club.

#### 18. DEPLOYMENT OF FEES OR OTHER SUM RECEIVED FROM MEMBERS:

MRPL shall be entitled to invest, appropriate, utilize, and or spend the amounts received from the members in such manner as it may deem fit and proper and no member is entitled to raise any objections or claim against MRPL.

#### 19. SERVICE SUBJECT TO CONTINGENCIES:

The services, amenities and/or facilities offered to be provided at the Club to the members and contained herein are subject to availability of place, accommodation, convenience and subject to any circumstances beyond the control of MRPL including any act or law or notification or ordinance passed by the government or any public body or authority or any circular, directive, or order issued or passed by any competent authority or any unforeseen labour unrest, agitation or dispute or natural calamities.

#### 20. SIGNING OF CREDIT MEMOS:

All members shall be allowed to use and partake of the facilities, amenities and services offered by the Club and pay for the same either by Coupons (to be purchased from the Club Office on cash payment) or by signing Credit Memos where the members will be required to enter their name and membership number and sign the same. Credit memos without membership numbers and signature will not be accepted.

#### 21. PAYMENTS:

In case of payment by Coupon, no refund shall be made against unutilized coupons but the member may get the coupon validated by the Office / Reception, before leaving the Club-Premises on the same day and the same shall remain valid for use for a period of three month from the date of validation.

In any event all members will necessarily sign the order slips and the bills and put thereon their membership number. Order slips without membership numbers or incorrect numbers will not be entertained and in such event the member will be asked to produce the membership card for identification.

#### 22. SETTLEMENT OF BILLS:

Bills for the preceding month shall be sent to the member within 15 days of each succeeding month and shall be payable by the member within the 30<sup>th</sup> day of the billing month. The Bill will include the monthly subscription, other charges and will be supported by signed copies of the credit memos.

#### 23. INTEREST:

All bills which are overdue beyond 30<sup>th</sup> days from the due date shall attract interest as imposed or applicable and the member will be liable to pay such interest as may be calculated till the time the bill is finally settled / paid.

#### 24. CONSEQUENCES FOR NON PAYMENT OF DUES TO THE CLUB:

A member shall pay his dues within the 15<sup>th</sup> day of the billing month. The Credit Card Company / MRPL after the expiration of such period, shall send a reminder letter by Registered Post A.D. asking him to make full payment within 15 days of the issuance of the letter. If the member still fails to clear all his dues then the Company / MRPL shall appropriate the amount out of the Security Deposit. If the member still fails to pay the balance, if any and does not replenish the Security Deposit within 30 days, his membership will be suspended for 30 days and his name put up on the Club Notice Board. If despite the above, the member fails to clear the dues and the replenishment, then on expiry of the 30 days suspension period the membership will stand terminated and the name of the member shall be struck off from the Club Membership Register without further reference to the member and the Company / MRPL shall have the power to recover the dues in full from the defaulting member by such processes as may be deemed fit. A member once suspended will

not be permitted to enter Club premises either personally or as guests even if introduced by any other member.

#### 25. COMPLIANCE WITH RULES AND REGULATIONS AND DECISIONS:

All members of the Club shall be bound by the rules and regulation and decisions and byelaws which may be made by MRPL from time to time.

#### 26. REMOVAL OF OR DAMAGE TO CLUB PROPERTY:

If a member damages, destroys or takes away from the Club upon any pretext whatsoever, any newspaper, pamphlet, book or other article or furniture, equipment or things 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 MRPL may fix. A member shall ramain liable for any such damage or loss as aforesaid caused to the Club by himself, his children or his guest.

#### 27. LOSS OF MEMBER'S PROPERTY:

MRPL will not be responsible or liable for loss of monies, valuables or other property, belonging to any member or guest in whatever manner, notwithstanding that such loss may be caused by acts or omission of the servants and other employees of MRPL in course of employment.

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 the reception office for necessary enquiry and action.

It shall be lawful for MRPL without giving any notice, in that behalf to sell or dispose of through 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 any one in case of perishable property on the following day and in other cases for period of 15 days from the date it was found. The owner or any person claiming any interest in such property shall not have any claim of whatsoever nature against MRPL on account of any loss suffered by him. The sale proceed thereof shall form part of the property and assets of MRPL.

#### 28. RULES OF THE GAMES:

- Games shall be available for play by members on such charges as may be decided by MRPL.
- ii) Guests of members can avail of such games facilities only when accompanied by the member and by payment of such charges which may be levied by MRPL.
- iii) Rules of individual games will be available on the notice board of each game area. Entry of children below the age of 12 years may be restricted to certain areas.
- iv) Rules of any game may be changed at the discretion of MRPL.

- v) MRPL will have the power to frame and amend, alter or add to the existing rules of the games from time to time.
- vi) MRPL shall have the power to exclude any member from any game whose conduct is not in consonance with these Rules for any period not exceeding three months for the first offence and one year for the second offence.

#### **FACILITIES & SERVICES:**

A host of facilities and services some of them mention hereunder are available to members and the guests and the same may be increased or decreased from time to time, at discretion of the management.

• 1 BILLIARDS / SNOOKER	: A	at rates prevailing from time to time.
• 2 POOL	:	-do-
• 3 SWIMMING POOL	:	-do-
• 4 GYMNASIUM	:	-do-
• 5 HEALTH SPA	:	-do-
• 6 JACUZZI	:	-do-
• 7 ANGLING	:	-do-
• 8 TABLE TENNIS	:	-do-
• 9 BADMINTON	:	-do-
• 9 BAR & RESTAURANT	:	-do-
• 10. BANQUETTE HALL	:	-do-
• 11. PARTY LAWN		: -do-
• 12. BANQUET / CONFERENCE HALL		: -do-
• 13. TELEPHONE		: -do-

#### **30. TABOOS:**

- a) No member or guest shall be allowed to bring any pets within the Club Premises.
- b) Diving or jumping into the swimming pool from a height is dangerous and is therefore strictly prohibited.

- c) No member shall create any noise or play any music system or radio or any other instrument or behave or conduct himself in any manner in the Club premises, which may be objectionable, improper or indecent or which may cause any annoyance to other members or their guests.
- d) No member shall pluck flowers or uproot and/or damage any plants, trees or vegetation.
- e) Children below the age of 18 years are not permitted in the Bar nor shall any alchoholic drinks be served to them.
- f) Ayaha's, servants, nanny's or drivers are not allowed in the Club Premises.
- g) Chewing of betle and other forms of tobacco / pan masalla and spitting the same is strictly prohibited within the Club Premises and/or Compound and members and their guests are expected to refrain from such activities while in the Club Premises.
- h) Smoking is also not allowed in the Club Premises except in the Card Room, Billiard Room, Bar and Open Lawns & Gardens. However, if other members object to the same, the offending member is expected to co-operate and refrain from smoking.
- q) A member shall be liable to pay the replacement value for breakages of sports and/or other equipment, furniture, fittings, fixtures etc or damages to any property of the club provided that in this case MRPL after inquiry is satisfied that such damages were caused by the said member either by way of gross negligence or willfully.

#### 31. ACCIDENT / INJURY:

MRPL will not be responsible or liable for any accident or injury caused to the member / family / guest during the duration of their presence in the Club, or due to any sporting activity or negligence or due to the acts or omission on the part of servants and other employees of MRPL acting in course of their employment.

#### 32. COMMUNICATION:

All the notices and communications sent to the address of the member as recorded with the MRPL shall be deemed to have been properly delivered after six days of despatch by ordinary post. The member should intimate to MRPL immediately any change in his address for communication. The members shall communicate with MRPL through courier service or personally delivering the communication at MRPL Corporate Office only. Communication by members through courier service shall be deemed to have been properly delivered on the date of its receipt by MRPL.

#### 33. JURISDICTION:

Any dispute or difference arising between the member and MRPL relating to the Club membership, management of the club or otherwise shall always be subject to jurisdiction of Court of Kolkata.

#### 34. DISCRETION:

MRPL reserves the Rights of and to admission and shall have absolute discretion and uncontrolled powers to amend in any manner, these Rules, Regulations & Bye-Laws as well as Fees, Deposits, Subscriptions and other Charges applicable to the Club and members hereby undertake to confirm, agree to the prevailing Rules, Regulations and Bye-Laws and any amendment thereto, from time to time.