Bye – Laws

of

The Poona Club Ltd.

Approved by the Managing Committee unanimously at the Club Committee Meeting (CCM) held on 19th Aug 2011

"AS PER ARTICLE 42"

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Appendix A – Rules Governing the Occupation of Residential Rooms

Bye - Laws

of The Poona Club Limited

Subsidiary Members' Membership Fee + Terms & Conditions

1. Corporate members {refer article 2 (i) (i)}

(a) Membership fee per nominee

S.No.	Particulars	Fees	Date of payment
1.	Membership Fees	Rs. 1,50,000/-	At the time of submitting application
2.	Annual Subscription for 1 st Year	Rs. 1,92,860/-	At the time of submitting application
3.	Annual Subscription for 2 nd Year	Rs. 1,92,860/-	Every year in April
4.	Annual Subscription for 3 rd Year	Rs. 1,92,860/-	Every year in April
5.	Annual Subscription for 4 th Year	Rs. 1,92,860/-	Every year in April
6.	Annual Subscription for 5 th Year	Rs. 1,92,860/-	Every year in April
7.	Annual Subscription for 6 th Year	Rs. 1,92,860/-	Every year in April
8.	Annual Subscription for 7 th Year	Rs. 1,92,860/-	Every year in April
	TOTAL	Rs.15,00,020/-+ GST	

Game fee of Rs.600/- + taxes per year is also payable and processing charges of Rs 1000/- plus GST + SBC

In case of replacement of nominee, every replacement will be charged Rs.50,000/- plus taxes per replacement.

Refundable Deposit: Rs.25,000/- per nominee.

Please be advised that on induction of a new Nominee, the tenure of 7 years is a contract, which cannot be terminated mid-way. Whether the company fills the vacancy with a replacement or not, it has to pay Rs. 50000/- plus taxes per Nominee, as well as the yearly subscription to be paid.

(Auth: Finance SC dt 29.10.2016; CCM dt 05.11.2016)

(b) Renewal of Corporate Member

- i. Validity: 7 years from the date of admission. (Admission charges of Rs 50000/will be charged if there is a change of Nominee)
- ii. For renewal after 7 years, the Corporate Subscriber shall apply for fresh membership for its nominees.

- iii. All existing Corporate Members whose Membership has expired will fill in a New Application Form and after depositing their Complete dues and on recommendation of the Ballot Sub Committee, their membership will be considered for another term. No interview will be required.
- iv. All New and Replacement Corporate Membership cases will go through the entire Ballot Process.

(Ref: Ballot Sub Committee dt 09.06.2014; CCM dt 05.07.2014) (c) Eligibility criteria

A Body Corporate, a Partnership Firm or Proprietary Concern shall be eligible for

Corporate Membership on satisfaction of below mentioned conditions:

- (i) In the case of a Partnership Firm having an Annual Turnover exceeding Rs. 5 (five) crore.
- (ii) In the case of a Private Limited Company having a paid up share capital and free reserves exceeding Rs. 2 (two) Crore or an Annual Turnover exceeding Rs 5 (five) Crore.
- (iii) In the case of a Public Limited Company, paid up capital and free reserves exceeding Rs 5 (five) crore, or an Annual Turnover exceeding Rs 15 (fifteen) crore.
- (iv) A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, satisfying criteria (i).
- (v) A Bank duly registered under Banking Regulation Act 1949.
- (vi) A Company having reserves of more than Rs. 10 (Ten) Crore.
- (vii) A Company which is a subsidiary of a Company that satisfies other eligible criteria mentioned in (i) to (iii).
- (viii) A Company which is a holding company and satisfies other eligible criteria mentioned in (i) to (iii).
- (ix) A firm in which a Company is partner and that company satisfies other eligible criteria mentioned in (i) to (iii)
- (x) A Company having fixed assets and/or investments above Rs. 20 crores (Gross Block)
- (xi) A Company where 25% of voting power is controlled by any other entity which satisfies other eligibility criteria given above.

Notwithstanding anything contained herein above, the Managing Committee reserves the right of selection at its discretion and by unanimous vote.

(Ref: Ballot Sub Committee dt 21.3.2023; CCM dt 8.4.2023)

(d) Procedure for Election

- 1. Corporate Bodies/Firms shall submit the prescribed application form duly filled and completed in all respects along with the entrance fees of Rs. 1,50,000/- in lumpsum per nominee and the subscription for the first year in full. All Payments are to be made by the Corporate Body.
- 2. Audited Financial Statements for Proprietary Concern, Partnership Firm and Private Limited Companies and latest Audited Financial Statement for Public Limited Companies for last three years must accompany the Application.
- 3. In case of a new multinational setting up an establishment (s) in India, discretion for granting the Corporate Membership will rest with the Managing Committee of the Club.
- 4. The Application will be scrutinized and approved by the Secretary.
- 5. The nominee will be invited for an interview at a Ballot Sub Committee meeting. Thereafter, the Managing Committee shall approve the Membership in the forthcoming Club Committee Meeting, upon recommendation by the Ballot Sub Committee.
- 6. Payment received by the Corporate Body shall be deposited in the Club account. Corporate Membership of the Club shall be granted after all due procedures are completed as per the Bye- Laws.
- 7. Game fee of Rs.600/- + taxes per year is also payable per nominee and processing charges of Rs.1000/- plus GST + sbc
- 8. In case of replacement of nominee, every replacement will be charged Rs.50000/- plus taxes

{Auth: Finance SC dt 29.10.2016 & CCM dt 05.11.2016}

(e) Rights and Obligations of Corporate Members

- (i) During the subsistence of Membership, a Corporate Member shall have the right to nominate their Nominee(s) by giving to the Secretary of the Club, a notice in writing specifying therein the name, designation of the Proposed Nominee in the Company which is a corporate member, and other particulars as may be required from time to time and as may be prescribed by the Committee.
- (ii) All communication(s) from the Club to the Nominee shall be at the office address of the Corporate Member unless otherwise requested in writing by the Corporate Member.
- (iii) The Managing Committee reserves the right to refuse / terminate a Nominee for moral turpitude or gross misconduct or for violation of any of Articles and Bye Laws or if sentenced by a competent court to suffer an imprisonment for a period of six months or more.
- (iv) The Corporate Member shall have a right to withdraw the Nominee at any time by giving to the Secretary of the Club, a notice in writing in that respect but shall be responsible for all unpaid bills by their Nominee. The Corporate Nominee shall cease to enjoy all rights given to him under these Rules as soon as his nomination is withdrawn by the Corporate Member.
- (v) The replacement Nominee Membership Card will be given only after receiving Rs.50,000/- as replacement charges and also after clearance of all previous dues and on returning the previously issued Nomination Card. If the previous

Nomination Card is not returned within a period of **15** days from the date of replacement of the earlier nomination, the Corporate Member shall give an undertaking stating that the liability for the usage of the previously issued card shall vest with the Corporate Member and all the payments to be made on such previously issued card shall be borne by the Corporate Member.

- (vi) In case the Corporate Nominee is not elected according to the provisions hereof, the Corporate Member shall have the right to appoint another Nominee.
- (vii) Should any Corporate Member wish to appoint more Nominees than the Nominees allowed against its category, the Corporate Member shall be required to make an additional application for such Membership. In such a case, the discretion to accommodate additional nominee for additional fees shall vest with the Managing Committee.
- (viii) The Corporate Member of the Poona Club Limited can avail facilities of playing Golf for its nominee(s) himself and nominees' family as per rules applicable to Poona Club Members.
- (ix) The corporate members and its nominee shall be always subjected to the Memorandum and Articles of Association and Bye-Laws of the Club.
- (x). Children between 12 and 18 years of age may use the facilities as dependent members of the club and will have to pay annual games fees.
- (xi) Children between 18 and 21 years of age may use the club facilities by paying an amount equivalent to annual subscription, payable by a Permanent Member, towards usage charges, and annual games fees.
- (xii) The spouse of a corporate nominee will be entitled to use the facilities of the Club during the tenure of the corporate nominee without paying an amount equivalent to the annual subscription, payable by a permanent member, towards usage charges and annual games fees.

(Auth: CCM dated 03.01.2017)

(f) Cessation of Membership

A Corporate Member shall cease to be a Member of the Club on any of the following grounds:

- (i) On such member being taken into liquidation or ordered to be wound up by a Court.
- (ii) In case of an amalgamation or merger with any other Company or Body Corporate the Membership of the corporate member so getting merged shall cease unless the new Company (transferee company) informs in writing all details as may be required by the CCM and applies for continuation of Membership in the new name of the Company.
- (iii) On non-payment of any amount due to the Club. (Provisions of articles 13 (a) of the Memorandum & Articles of Association of the Club shall be applicable for cessation)
- (iv)On any misrepresentation of facts / information during the process of admission as members and or at any later date.
- (v) If by a letter addressed to the Secretary of the Club, the Corporate Member voluntarily resigns from the Membership of the Club. If adjudged as an un discharged Insolvent. (Ref: Ballot Sub Committee dt 21.3.2023; CCM dt 8.4.2023)

(g) Special discount on Bulk Corporate membership

Bulk membership for minimum 3 nominees and above at a time with payment for all the nominees for 7 years will get a discount of 5% per nominee on the membership fees and annual subscription mentioned in clause 1(a) of the Bye Laws of the Club + all Govt taxes, levies and cess as per prevailing laws (non refundable). For minimum 7 nominees and above at a time with upfront payment for each nominee of 7 years will get a discount of 10% on the membership fees and annual subscription specified in clause 1(a) of the Bye Laws per nominee plus all Govt taxes, levies and cess as per prevailing laws (non refundable) for 7 years. Gzmes fees and processing fees, application fee will be extra as applicable. The discount will be given by the Managing Committee on a written request by the corporate member. **(Auth : Ballot SC 25.10.2016, CCM 03.11.2016)**

2. Gymkhana Subscribers (refer article 2 (i) (ii))

- (a) Entry Deposit: Rs.10,000/- refundable, to avail credit facility. The same will be refunded at the end of the membership tenure after adjusting outstanding if any.
- (b) Annual Subscription: Rs.2,100/-
- (c) Annual Games Fee: Rs 600/- (auth: EGM 31st March 2009)
- (d) Cost of Application Form: Rs 100/-
- (e) Processing Fee: Rs 1000/- (plus GST if any. (Auth: CCM dt 17.02.2015)
- (f) Entrance Fee: Rs.100/- (plus GST as applicable) (Auth: CCM dated 05.01 2009)

(A) Eligibility:

a. Applicants for Gymkhana Subscribership must be **Senior Class 1 Gazetted Officers** of the Central or State Government. Officers of the Defense Services paid out of Defense Estates will also be eligible for election as Gymkhana Subscribers. The Applicant must be posted in the city of Pune and may be admitted by the Committee as per provisions contained in the Articles and Bye-Laws (as updated from time to time) for the duration of his tenure in Pune on a yearly basis subject to him/her providing the Club with relevant Government Resolution **GR** at the time of application.

Explanation:

For the purpose of this clause, Senior Class I Gazette Officers of the Central or State Government means Officers as mentioned below:

- (i) From Central Govt: Indian administrative Service (IAS)/ Indian Forest Service (IFS) / Indian Police service (IPS) / Indian revenue service (IRS)/ Indian Defense Estate service (IDES) equivalent to Deputy Commissioner and above.
- (ii) From State Govt:- Additional District Collector and above, Superintendent and Commissioner of State Excise and above / PWD – Chief Engineer and above. Inspector General of Registration and Collector of Stamps, Officers equivalent to Deputy Commissioner and above. (Ref: CCM dt 9.11.2023)
- (iii) Police Dept DCP, Superintendent of Police and above.
- (iv) Pune Municipal Corporation: Additional Commissioner and above.

- (v) Railways: Divisional Railway Manager and above
- (vi) Defense Estates Office: CEO of the Pune Cantonment Board, Principal and Director of Defense Estates.
- (vii) Zilla Parishad: CEO of Zilla Parishad
- (viii) Armed forces: Rank of full Colonel and above posted in Pune under the Southern Command.
- (ix) Judiciary District Judge and equivalent and Principal Dist Judge.
- (x) Medical Dept: Dean of the Sassoon Hospital.
- (xi) Govt of Maharashtra: Post equivalent to Joint Secretary, Govt of Maharashtra.
- (xii) Govt of India: Post equivalent to Joint Secretary Govt of India.
- (xiii) For cases other than those mentioned in the point nos (i) to (xiii) above shall be subject to the discretion of the Managing Committee by a Unanimous vote.

(Auth: Ballot Sub Comm 27.06.2017; CCM dt 04.07.2017)

- (B)
- (i) The Gymkhana Subscriber may use the Club facilities but this will not entitle him to any privileges such as voting or participation in the Management of the Club.
- (ii) Children between 12 and 18 years of age may use the facilities of the Club and will have to pay annual games fees.
- (iii) Children between 18 and 21 years of age may use the club facilities by paying an amount equivalent to annual subscription, payable by a permanent member, towards usage charges and annual games fees.
- (iv) The spouse of a Gymkhana Subscriber / Honorary member will be entitled to use the facilities of the club during the tenure of the Gymkhana Subscribership & Honorary membership without paying the **amount** equivalent to annual subscription towards usage charges, payable by a permanent member towards usage charges and annual games fees.(Auth: CCM dt 03.01.2017)
- (v) If any Gymkhana Subscriber resigns on any ground other than that of a transfer from the place of posting, he shall not be eligible for re-election as a Gymkhana Subscriber, but may seek election to other Categories of Membership of the Club, if eligible.
- (vi) Those Gymkhana Subscribers who have applied for Permanent Membership under Conversion and not been granted so, will have the right to keep alive their applications for Conversion, provided there is a continuation of payment (at prevailing rates of the club from time to time) of yearly subscription dues.
- (vii) A Senior Class I Gazetted Officer who has formerly been a Gymkhana Subscriber of this Club, and posted out, may in the event of his transfer back to Pune, may seek fresh Membership as a Gymkhana Subscriber. In such an event, the applicant will need to be interviewed by the Ballot Sub Committee again as this does not mean continuation of the old membership. A new Membership is implied in this case and hence a new Membership number will be given (Ref Ballot SC dt 16.3.2022, Auth: CCM dt 25.3.2022)

- (viii) Gymkhana Subscribers will be elected for each financial year for a period of twelve months and their continuance for every subsequent period of twelve months thereafter shall be subject to submitting proof of they being posted in Pune along with their designation. Gymkhana Subscription shall be considered on such terms and conditions as per the Articles of Association and Bye Laws prevailing at that time.
- (ix) Gymkhana Subscribers will be elected only with a unanimous vote of the Members of the Managing Committee.
- (x) Any Gymkhana Subscriber when in Government Service gets suspended for any reason what so ever, his / her gymkhana subscribership will be suspended with immediate effect and he will no longer be eligible for conversion.
- (xi) A Gymkhana Subscriber shall cease to be a member of the Club:
 - 1). On retirement.
 - 2).On his termination of services by the Government.
 - 3). He/ she takes voluntary retirement from services.
 - 4). On taking study leave from the Government.

5) On being posted out of Pune

(xii) Any eligible applicant applying for **Gymkhana Subscribership** who gives wrong information at the time of application or subsequently at the time of renewal of the Gymkhana Subscribership shall be liable for permanent disqualification. Any Gymkhana Subscriber suspended from Govt Service on any count shall stand suspended from the Club till he is declared innocent by the Govt

(C) <u>Conversion</u>

Conversion of Gymkhana Membership to Permanent Membership:

- 1. That the candidate must be in office in the city of Pune for 3 continuous years.
- 2. That the candidate should not have any dues / bills pending at the time of submission of application.
- 3. The candidate has not been suspended from service for any reason whatsoever during those three years.
- 4. A list of all such candidates shall be scrutinized by the Ballot Committee and will recommend the list to the Managing Committee.
- 5. The entire list will be sent to the Revenue Collector from which he shall select five candidates for conversion. After the Revenue Collector recommends the names of the five candidates, the remaining list stands decided for that Club year.
- 6. Once the list of elected / recommended candidates is sent to the Club from the Revenue Collector's office, the remaining candidates shall have to reapply for conversion in the next Club year, provided the Gymkhana Subscriber who is not recommended by the Revenue Collector shall have to pay an amount equivalent to the prevailing amount of subscription as fees to

the Club along with the application. Applicant failing to pay such fees his/her application shall not be accepted for the list for conversion in the next financial year.

7. Applicant for conversion if is not in service in the City of Pune, shall not be eligible to use the Club as a Gymkhana Subscriber.

3. Honorary Members {Refer Article 2 (i) (iii)}

An Honorary Member who has been invited by the Club Committee will not be required to pay Entrance fee, Annual Subscription, Games Fee or any Processing Charges etc. whatsoever, but shall be required to pay only for items which he / she has consumed during his personal visits to the Club. The Honorary Member shall be renewed each financial year by an unanimous vote of the Managing Committee. His / her spouse and Sons over 18 years and below 21 years may use the Club facilities on payment of Rs.3000/- p.a. Unmarried daughters will be eligible. Sons under 18 years will also be eligible for using the Club facilities.

4. <u>Spouse Subscribers {refer article 2 (i) (iv)}</u>

- (a) Entrance Fee: Rs.100/-
- Annual Subscription: Rs. 2,100/- or 50% of Annual Subscription for Senior Citizens. (Between 60-75 years who have completed 25 years of membership). No subscription for Senior Citizen Permanent Member who have completed 75 years of age and 25 years of Membership. No Annual Subscription for Spouse of deceased Life Member.
- (c) Cost of application Form: Nil.
- (d) Processing Fee : Nil.
- (e) Games Fee: Rs .600/-

(f) **Eligibility**:

The spouse of a deceased Life or Permanent Member will automatically become a Spouse Subscriber without having to be called for an interview. She/He shall be a Spouse Member till the time of remarriage if at all and in such a case shall cease to be a Member of the Club in any manner.

(g) **Rights and Obligations of Spouse / Lady Subscribers:**

- (i) Spouse Subscribers / Existing Lady Subscribers will have no right to hold an elected post, no right to vote and no right to propose a new Member.
- (ii) The children of the Spouse Subscriber from the deceased Member will enjoy the same rights to become members as for children of a Life / Permanent Member.

5. Games Playing Subscribers "Golf and Cricket only" (Auth: EGM 31.03.2011)

Means a person who is competent in a particular game and is eligible to apply for a subscribership, only for that particular game, under this category and may be admitted by the Committee as per the provisions contained in the Bye-Laws.

A Rights and Obligations of Games Subscribers

- (i) Applicants must be proposed and seconded by Life / Permanent Members of the Club, who have been Members for 10 years and not having any arrears.
- (ii) Golf Subscribers have the right only to use the Golf Course Club House along with their spouses and dependent daughters and sons below the age of 18 years.
- (iii) Cricket Subscribers have the right to use the cricket pavilion. This Subscribership is valid for the applicant only and his/her dependants will not be allowed to use the facility.
- (iv) Games playing Subscribers are entitled to play the particular game subscribed for and cannot use any other facility of the club.
- (v) The Subscribership is renewable every year except for certain categories of mid term and long term golf playing subscribers where it is applicable for the period of their subscribership as accepted by the Club.
- (vi) Yearly subscriptions for various games as given in bye-laws pertaining to that game will be applicable.
- (vii) Subscriptions will have to be paid at the beginning of each financial year, failing which Subscribership will lapse.

6. Visiting Subscriber (refer Article 2 (i) (vi))

- (a) Entry deposit: Rs 10,000/- refundable if credit facility is to be availed.
- (b) Subscription: Rs 10,,000/- per month for entire family. (Auth: CCM dt 03.07.2013)
- (c) Application Form:Rs.100/-
- (d) Processing Fee: Rs 1000/ (Auth: CCM dt 17.02.2015)
- (e) Eligibility:
 - i. Children between 12 and 18 years of age may use the club facilities by paying monthly subscription and games fees.
 - ii. Children between 18 and 21 years of age may use the club facilities by paying an amount equivalent to annual subscription payable by a Permanent Member, towards usage charges and annual games fees.
 - iii. The spouse of a visiting subscriber will be entitled to use the facilities of the club during the tenure without paying the monthly subscription and annual games fees.(Auth CCM dt. 3.01.2017)
 - iv. No person shall offer himself for re-election as a Visiting Subscriber, unless and until 12 calendar months have lapsed after the expiry of the last period of such Subscribership.
 - v. All applications for Visiting Subscribership must be proposed and Seconded by Life / Permanent Members who has been a Member for a minimum of 10 years. The Secretary shall verify the details and grant Subscribership upon approval of the President or in his/her absence, Vice President.

- vi. Visiting Subscribers willing to reside in the Club rooms will be charged with the same rates as for Members.
- vii. The Nominee can avail of playing Golf for himself and one more person from his family at the same rate as that is paid by the Permanent / Life Members of the Club.

7. NRI Subscriber (refer Article 2(i) (vii))

NRI SUBSCRIBERSHIP

(a) "N.R.I. Subscriber" means a person who is a Non-Resident Indian (N.R.I) and is admitted as an N.R.I. Subscriber by the Committee in accordance with the Bye-Laws. The applicant should be a NRI as defined by the Income Tax Act, 1961 or any amendment thereof. Duration of membership under this category shall be till the conclusion of the Financial Year in which he is so elected. The Membership may be renewed thereafter for one financial year at a time.(Auth: Ballot SC dt 26.11.2014, CCM dt 3.12.2014)

NRI subscribership will be considered for citizens of India with an Indian passport living abroad and for those who hold foreign passports with OCI. The NRI member should have stayed in India for not more than 182 days in the preceding year of the application which should be verified from the stamping of date of arrival and departure in their passports. (Auth : Ballot 27.7.2017; CCM dt 04.04.2017 & CCM dt 8th Aug 2017)

(b) Eligibility

- 1. The Applicant seeking NRI Subscribership must be proposed and seconded by a Life or Permanent Member of the Club who has been a member for a minimum of 10 years and not having any arrears.
- 2. Any person not under the age of 21 years, who is a Non Resident Indian (NRI) and has residence in Pune can apply.
- 3. The NRI applicant shall apply in writing enclosing photocopy of passport, PAN Card prove his place of residence abroad as also supply proof of residence in Pune and photograph.
- 4. On verification and approval of the above documents, the Club will inform the applicant to pay the entrance fees in lump sum, on receipt of which the applicant will be invited for interview.
- 5. On being elected, the applicant will be informed accordingly and asked to pay the Annual Subscription of Rs.1,00,000/- + all Govt levies, taxes, cess as applicable along with a refundable deposit of Rs.25,000/-. After which the NRI Subscribership shall be deemed to commence.
- (c) The NRI subscribership will be renewed for one financial year at a time.
- (d) Particulars of Annual payments on renewal of NRI Subscribership are as under:
 - (i) Annual Subscription : Rs.1,00,000/- + All Govt levies, taxes cess as applicable
 - (ii) Refundable Security Deposit : Rs.25,000/-
 - (iii) Cost of application form : Rs.100/- + taxes
 - (iv) Annual Games Fees : Rs.600/- + All Govt levies, taxes, cess as applicable.
 - (v) Processing fees : Rs.1000/- + all Govt levies, taxes, cess as applicable
- (e) All payment will be accepted in major foreign convertible currencies or from NRI Account.

- (f) The NRI Subscriber shall effect the payment of monthly bills in Indian Currency. Penalty for delayed payment for Subsidiary Subscribers shall be 3% penalty.
 - a. The provisions of the Articles of Association and the Bye Laws of the Club (as may be amended from time to time) will be applicable to the members of the Club.
 - b. Decision of the Managing Committee shall be final.

(Auth: Ballot SC dt 26.11.2014; CCM 03.12.2014)

- (g) An NRI Subscriber shall cease to be a member of the Club on any of the following grounds:
 - (i) If found guilty of failing to comply with the provisions of the Articles of Association.
 - (ii) If, by a letter addressed to the 'Secretary' he voluntarily resigns from the membership.
 - (iii) If adjudged as an insolvent or who applies for being adjudged as an insolvent.
 - (iv) If convicted by a competent court and sentenced to suffer an imprisonment for a period of six months or more for offences involving moral turpitude or gross misconduct.

Article 13. (relevant extracts)

(h) A member may be expelled from the club in any of the following events:-

- i. Any member who fails to pay his subscription or other Club dues or any dues to the Club, after the same have, in the opinion of the Committee, been duly demanded of him in writing, or has left Pune without paying the same.
- ii. On non-payment of Annual Subscription in advance.
- iii. The NRI Subscriber shall effect the payment of monthly bills in Indian Currency. Penalty for delayed subscription payments by Subsidiary Members shall be 3% penalty.
- iv. Subsidiary Members whose membership has been terminated for delayed subscription charges/delayed information shall be regularized and membership restored on payment of Rs 10,000/- for each defaulted/delayed year. (Auth: CCM dt 16.04.2010)

8. 8A. Guests at main club

- Any gentleman or lady who is received in general society and is eligible for Membership of the club may be introduced to the Club as a guest of a Life/Permanent Member, Corporate Member, and NRI Subscriber, Spouse Subscriber or Gymkhana Subscriber, for a period not exceeding 10 days in a month and 30 days in one calendar year. However, guests being introduced by the above mentioned Members/ Subscribers only for the purpose of playing cards/bridge/mahjong/scrabble/ may be introduced as guests for a period of 10 days in a month, every month. (Authority- CCM dated 9.4.2019)
- ii. Guest Fees on any day and at any time would be Rs.50/- per guest inclusive of tax (Auth: CCM dt 06.07.2012)
- iii. Room residents are permitted to bring in two guests only.

- iv. Affiliated Members are not permitted to bring guests. (Affiliated Members are those who are presently members of Clubs with whom Poona Club Ltd has reciprocal arrangement and who produce an introductory letter from such affiliated clubs.)
- v. Affiliated member / s who reside / s in Pune cannot use the Club Facilities as Affiliated member /s, but can use the Club Facility as a Guest.
- vi. The name or names of the guest/s shall be entered by the accompanying Member in the guest book at reception. Members, Subscribers introducing guests, will be responsible for conduct and payment of all charges pertaining to their guests.
 - i. The Guest will wait for the host at the reception till the host enters his/her/their name / s in the guest register and the requisite amount as mentioned in (ii) above is paid.
 - ii. The guest must be accompanied by the host.
 - iii. Each member will be allowed to bring 8 guests with him/her at a time. (CCM 6th July, 2012 reconvened on 10th July, 2012)

vii. Penalty for not signing in registers maintained for Guests :

Members / subscribers who fail to enter their guest/s names before the use of facilities shall be penalized Rs.1000/- for first default; Rs.2000/- for second default; Rs.5000/- + disciplinary action including suspension of membership for third default + posting name on notice board as defaulting member.

viii. Club facilities will be allowed to guests of dependent spouse members and dependent children of primary members.

(Auth: CCM dt 8.8. 2017)

8B Sports facility guests :

- (i) Any gentleman or lady, competent in a particular sport may be introduced to the Club as the guest of a Life/Permanent member, Corporate member, and NRI subscriber, spouse subscriber or gymkhana subscriber, for a period as decided by the managing committee from time to time depending on the usage of the game.
- (ii) A Guest fee of Rs. 200/- per head (inclusive of Taxes) per day will be levied in respect of each guest using the sports facility of tennis (all through the year) and swimming (during the months of April and May).
- (iii) For the sports of badminton, swimming (June to March), squash, table tennis, Health Club, Cards and basketball Rs.100/- (Inclusive of Tax) per day will be levied in respect of each guest for each facility.
- (iv) The name or names of the guest or guests shall be entered by the accompanying member in the guest book at reception or facility as the case may be prior to using the facility. Members, subscribers introducing guests, will be responsible for conduct and payment of all charges pertaining to their guests.
- (v) Members/subscribers who fail to enter their guests names before the use of facilities shall be penalized Rs.1000/- for first default; Rs.2000/- for second default; Rs.5000/- + disciplinary action including suspension of membership for third default + posting name on notice board as defaulting member.
- (vi) No private servants of members/subscribers/guests are permitted beyond the reception point.
- (vii) The member introducing the guest is to ensure that decorum is maintained by the guest members will be held directly responsible for any lapse/misuse by their guests.

9. Distinguished Visitors

The President, or in his/her absence, the Vice President, may invite distinguished visitors to make use of the Club, without payment of any fee for a period not exceeding ten days at a time. However, the Distinguished Visitor will pay for items which he/ she has consumed during his / her personal visits to the Club and may also invite guests to the Club at the regular charges.

10. Participants in Matches & Tournaments

Members of any recognized Club who may visit Pune for participating in a match or tournament arranged by the Club, may be allowed the use of the Club for the period of the Match or Tournament without payment of any fee subject to prior approval of Managing Committee.

11. United Services Library

In the case of Life Members, Permanent Members, Corporate Members, NRI Subscribers, Spouse Subscribers, Gymkhana Subscribers the subscription to the Club excludes the subscription for Membership of the United Services Library located in the compound of the Club.

Annual fees : For Member and Spouse : Rs.360/- + Tax Each child of Member : Rs.300/- + Tax

12. Bills : Refer Article 13 (a)*

- (i) Bills on members for annual / periodical subscriptions, & services enjoyed in a month will be dispatched through post / courier by seventh day of the following month.
- (ii) Non receipt of bill will not be a permitted reason for delay in payment of dues. The onus of asking for a copy of the bill and ensuring the timely payment lies with the member.
- (iii) The onus of ensuring correct address for communication rests with Members. Members must communicate in writing any changes in their addresses immediately & obtain acknowledgement. The members will themselves be responsible for any delay in delivery or non-delivery of bills on account of incorrect / incomplete address.
- (iv) Members are required to settle the bills in full by due date indicated in the bills, failing which 2% per month will be the penalty charged on overdue amount. .(Auth: CCM dt 7.11.2012)
- (v) Disputed bills must be cleared before any representation is made. Disputes if any must be in writing post payment of dues. The accounts department will issue credit notes for rectified amount if any in the next bill statement.
- (vi) Outstation cheques must include bank charges of both the member's and the Club's bankers. In case of default, bank charges as above plus postage and

incidental charges of Rs. 250 (Two Hundred and Fifty) will be recovered from the member concerned.

(vii) the following penalty is applicable for bounced cheques :

Amt.of	ch	eque	Occasion no. in the	Penalty (In Rs.)
bounced	(for	any	F.Y.	
reason				
Up to Rs. 5000/-			1 st , 2 nd , 3 rd	500 , 1000, 2000
Rs. 5001	/- to	Rs.	1 st , 2 nd , 3 rd	1000 , 2000 , 4000
15000/-				

If cheque bounces more than three times, the members will be treated as a defaulter and will have to face the consequences as such.

- (viii) In cases of delayed payments by Member(s), following actions will be taken:
 - a. If payment is not received within a month from the due date, admin charges will be charged @ 2% p. m. on the overdue amount (excluding current bill amount) till the dues are finally settled. (CCM dated 7.11.2012)
 - b. If the dues remain unsettled even after sixty days from the due date, a reminder will be sent under 'Registered Post Acknowledgement Due' (RP. AD.), debiting the postage and administrative charges to the Member's account and, credit facility will stand withdrawn;
 - c. In cases where the dues remain unsettled even after ninety days from the due date:- final notice will be sent to the members by 'RP.A.D.' at the cost of the members as mentioned in (b) above; the names of defaulting Members will be displayed for 7 days on the Club Notice Board,
 - d. In the absence of satisfactory settlement by the Members within seven days from the date of receipt or fifteen days from the date of issue, of such a notice, whichever is earlier, the Members will be liable to action by the Committee under Article no. 13 (a) of the Club, i.e. termination of Membership.
- **13.**<u>Credit facility</u> which is withdrawn in terms of point nos. 12 viii (b) above can be restored by the Managing Committee only if the Member settles all the bills, including the current ones, and places interest free deposit as per the following schedule:

Outstanding dues - between Rs.	500/- & Rs. 5000/-	: Rs. 5000/-
-	Rs. 5001/- & Rs. 15000	/-: Rs. 10000/-
	Rs. 15001/- and above	: Rs. 20000/-

The Managing Committee can release such deposits after expiry of one year from the date of deposit subject to satisfactory settlement of bills by the member(s) during the year. (Adopted in CCM dated 4.01.2010).

Note: Dues will be adjusted in chronological order against credit amounts / on account payments. Action under point 12 viii (b) of the bye laws will not be taken for dues less than Rs. 1000/- in total (**Ref Ballot SC dt 25.10.2023, Auth: CCM dt 9.11.2023**). Bye-Laws 12 viii (c) and 12 viii(d), however, apply to all outstanding amounts.

The following table illustrates various actions, with dates, as specified above:

		bill for the i	month of	
Particulars	Jun.'06	Jul. '06	Aug.' 06	Sep. '06
Bill dispatch date	07.07.06	07.08.06	07.09.06	07.10.06
Due date for payment	31.07.06	31.08.06	30.09.06	31.10.06
Point no. 12 viii (a) interest	01.09.06	01.10.06	01.11.06	01.12.06
charging				
Point no. 12 viii(b) first	05.09.06	05.10.06	05.11.06	05.12.06
reminder				
Point no. 12 viii (b) second	05.10.06	05.11.06	5.12.06	05.01.07
reminder and credit stoppage				
Point no. 12 viii (c) final notice	01.11.06	01.12.06	01.01.07	01.02.07
/ display of name on board				
Point no.12 viii (d) termination of	16.11.06	16.12.06	16.01.07	16.02.07
Membership				

Recovery Responsibility :

a. Golf – Golf Administrator

b. Hon Member / Gymkhana Subscribers – CRM

c. Members and other categories not covered in a & b. : Accounts

14. Elections

Administrative charges of Rs. 15,000/- to be levied to Members who want to scrutinize the relevant election documents.

15. Cash advances.

Cash advances to any party must be approved by the Managing Committee.

16.<u>Damage</u>

No member/ Subscriber/Guest shall take away or is permitted to take away from the Club, any newspaper, pamphlet, book, or any other asset/ article belonging to or hired by the Club. Any damage to the Club property shall be made good by the person causing it. The amount to be charged on account of damage shall be decided by the secretary and in case of doubt or dispute, it will be decided by the house sub-committee, whose decision shall be final unless the amount involved exceeds Rs.10,000/- in which case the matter shall be referred to the Club Managing Committee.

17. Employees.

(a) Complaints against an employee of the Club / persons working in the club on contract basis must be entered in the complaint book at the reception and a written complaint should be addressed to the Secretary. No Club employee and or / persons working in the club on contract basis should be struck or abused. This will invite Disciplinary Action and a fine of Rs.1000/-. The Secretary must investigate the complaint and report to the House Sub-Committee urgently.

- (b) No Member/ Guest/ Room Guest is permitted to use any employee of the Club / persons working in the club on contract basis during his working hours for any private work.
- (c) Employees of the Club / persons working in the club on contract basis are not permitted to solicit any money or gifts from any one. However this does not apply to Tips given in Gratuity.
- (d) The SC observed that in the past a number of adhoc allowances had been given to the staff which were contrary to the essence of the Agreement signed with the Union. With immediate effect, it must be ensured that no changes are made in the pay and allowance of the unionized staff while the agreement is in place (CCM dt 16.11.2017)

18. Suggestions or Complaints

Suggestions or complaints with reference to the Club should be entered in the Complaint / suggestions Book maintained at the reception. The Secretary must take action on these points and place a summarized report of complaints and action taken before the House Sub-Committee every month.

19.A. Bookings of Venues

- (i) Venues will not be used by Members / Guests for any Political or Religious functions. Weddings including Religious rites, including lighting of the Havan, may be conducted only at the Amphi-Theatre, Cinema hall, Room No. 21 and Swimming pool. (Auth CCM dt 2.11.2022)
- (ii) The exclusive use of the following sections of the Club premises may be allowed to any Member /Subscriber / Guest at the rates given below:

	No. of	Member- Charges	Guest Charges
Venue		5	0
	Pax	in Rs, excl GST	in Rs, excl GST
Cinema Hall	600	Rs.14000	Rs.28000
Amphi Theatre (Mon-Thurs)	800	42000	70000
Amphi Theatre (Fri-Sun)	800	49000	105000
Tivoli garden	40	2800	4200
Conference Hall 1 – (Lunch/Dinner)	65	4200	7000
Conference Hall 1 – (other hours)	65	4200	7000
Conference Hall 2 – (Lunch/Dinner)	80	5600	8400
Conference Hall 2 – (other hours)	80	1400	3500
Terrace	100	4200	7000
Pool side- A (Large lawn inside)	300	14000	25200
The Pub- Monday	50	14000	28000
The Pub- Other day afternoon	50	42000	70000
Golf course- Terrace with furniture	150	49000	105000
Golf Course- 1 st floor Bar and			
Verandah	65	2800	4200
Bulk deals for Venue Bookings: The following are special charges for yearly once a			
week bookings.			

son boonings.	
Conf Hall-1	Rs. 2,000.00
Tivoli Garden-	Rs.1,000.00
Conf Hall 2	Rs.3,000.00

B <u>Terms and Conditions</u>

- (i) Rates applicable are as on date of booking and for four hours usage only, taxes will be extra as applicable.
- (ii) Payment for venue and Food in full to be taken at the time of booking. The guests of members booking any venue of the Club will pay for the venue and the food by credit cards/debit card/NEFT/RTGS, only prior to the event and will bear the cost of the card administrative fees by themselves. (Auth CCM dt 3.1.2024)
- (iii) Members may pay for the above by cheque, but if their cheque bounces, the members will be debited the amount forthwith Bookings are confirmed only on realization of cheque / draft. However, if Members are booking the venue for their own function, they may pay by signing the KOTs and the booking amount will be debited to their house bill. (*Auth CCM dt 3.1.2024*)
- (iv) Catering charges as per Club rates where club catering is mandatory.
- (v) In the event of the number of persons exceeding 20% of the guaranteed number, an additional charge of 20% will be levied on the additional numbers exceeding 20%.
- (vi) Other than in the event of members' signing KOTs for their own function, payment by local cheque / draft to be accepted 7 days before the event. In case of less than 7 days only cash payments to be accepted. (Auth CCM dt 9.12.2022)
- (vii) 50% increase in charges for venues covered with Mandap.
- (viii) No bookings in April & May at the swimming pool.
- (ix) Golf course venue available only for evening parties post 8 pm.
- (x) Music (live or recorded) is permitted at the club venues subject to police loud speaker permission taken by the party up to 10 p.m. strictly. Sound levels to be under 50 decibels **at all times**.
- (xi) Security deposit refundable of Rs.5000/-. Rs10,000/- towards damage of property / maintenance / garbage will be charged at Swimming Pool/ Golf Course and Amphitheatre respectively.
- (xii) Extra power requirement other than what the club provides (as on basis) is to be met through a generator which will have to be paid by the party.

C <u>Cancellation Charges</u>

(a) Preponement / Postponement of dates shall not be allowed. Cancellation charges will be levied on such cancellations / preponement / postponements.

- (b)
- I. Cancellation charges for guests shall be as follows.
 - i. 60 days and above no cancellation charges
 - ii. 59 to 30 days 25% cancellation charges
 - iii. 29 to 15 days 50% cancellation charges
 - iv. Less than 15 days 75% cancellation charges.
- II. Cancellation charges for members: No cancellation charges will be charged for any cancellation till 4 days prior to date of event. Thereafter, 100% cancellation charge will be levied.

(Ref House SC dt 26.12.2023 and 5.2.2024, Auth: CCM dt 6.2.2024)
(c) Upgrading of venue is subject to availability without any cancellation charges. Difference of cost to be paid before the event.

- (d) Downgrading of venue is subject to availability. Cancellation charges shall be applicable.
- (e) While refunding the advance due to cancellation of booking, GST paid to the government will be deducted and balance amount will be refunded.
- (f) The member introducing the guest is to ensure that decorum is maintained by the guest members will be held directly responsible for any lapse / misuse by their guests.
- (g) All settlement of bills to be within 7 days of event. For bounced cheques penalty clauses as per rules of the Club will apply. Outstanding bills of over 7 days will attract a penalty of 3% per month till payment is cleared. Action towards the member's account will be taken after 90 days of event if bills are not paid.
- (h) Member rates shall apply only if the member books the venue for personal use. (Member his spouse & dependants as recorded by the Club only). For all other relations, guests' charges shall apply. Double guest charges will be penalty for misuse of the clause.

D. <u>F & B Service</u>

- i. F& B: service would be available up to 11 pm only.
- ii. Advertisement will be limited to venue area only.
- iii. Rooms booked along with venue will need clearance from maintenance & f & b departments before final bill clearance.
- iv. Venue must be handed back after event in a clean condition post event within 3 hours.
- v. The Club is not responsible for any loss. Members / guests to ensure safe custody of their belongings.
- vi. Swimming pool venues, Golf Course, Room No 21 & Cinema Hall venues as on basis. All arrangements to be made by the Party. Catering by Club caterers. Catering charges as per Club rules as agreed will apply. Taxes as applicable on date of function will be charged extra.
- vii. Amphitheatre venue as on basis. Party is free to use his own caterer and other suppliers. No compulsion to use any Club supplier.
- viii. Liquor license is required for all venues. For Amphitheatre, Swimming pool and golf course it shall be obtained and paid for by the party.
- ix. Indoor venues such as conference hall, internal arrangement will be provided up to 50 pax.
- x. Seating arranged in Conference Hall I and II and Tivoli Garden.
- xi. Venue must be handed over in a clean condition after the event.
- xii. Rs. 20/- per person will be charged extra if a-la-carte menus alone are to be availed.

20. Following is Strictly Not Permitted and if done will invite Penalty

- i. Digging up of lawns for shamiana,
- ii. Sticking of posters / balloons / decor on walls with cello tape. Penalty minimum Rs.5000/- at the discretion of the Secretary.
- iii. Entry of guests in other Club areas apart from the booked event venue.
- iv. Commercial Activities.

21. Rates for Cricket Ground and Practise Pitches (w.e.f. December 2008. (Auth : CCM dated 05/06.12.2008)

A. Cricket Ground Booking

Sports	Fees'
Cricket practice net (for 2 hrs)	Rs. 1500 + applicable GST
Cricket ground booking	Rs.15000 + applicable GST
MCA / PDCA(all days) ground booking	Rs.7500+ applicable GST
Ground booking for non cricketing events	Rs.2,00,000+ applicable GST

B. Practice Pitches

- i. Rs.1500 + applicable GST for every two hours on all days for commercial/corporate/others 7 to 9 a.m. and 4 to 6 pm
- ii. For every two hours on all day for Educational / Govt Institutions
- iii. For every two hours on all days MCA / Members / Corporate Members/PDCA

22. Opening and Closing hours

- (i) **Club timings:** 6 am to 12 midnight.
- (ii) The Bridge rooms & Card room timings: 1.00 p.m. to 11.00 p.m.

(iii)	Cedar lounge restaurant timing: - 12:00pm – 03:30pm
	07:00pm – 11:30pm
	Last order: 11:00pm.

- (iv) Black Dog Bar & RC Bar Permit Room: 11.30 a.m. to 3.00 p.m. and 07.00 p.m. to 11.30 p.m.
- (v) Walnut Tree Bakery timings : 1:00pm 9:00pm (Monday Closed)
- (vi) The Secretary is empowered to keep one or more of the Club rooms open beyond the prescribed period on special occasions such as rehearsals, tournaments, etc.

23. Residential Rooms

The terms and conditions governing the occupation of residential rooms attached to the club are at **Appendix 'A'** under "Rules for the Occupation of Residential Rooms" to bye-laws.

24. Members and Subscribers to introduce themselves to the Secretary.

Every new Member / Subscriber or visitor should make himself or herself known to the Secretary.

25. <u>Club Committee Meetings</u>

- (i) The monthly meetings of the Club Committee shall be held on such days as may be fixed by the President or, in his/ her absence, by the Vice-President who in such a case will be the Officiating President.
- (ii) Extra meetings of the Committee for the transaction of emergent business shall be held on such days as the President or in his / her absence, the Vice-President may fix.
- (iii) The Secretary shall notify members of the Committee as soon as possible, of the date fixed for a meeting.
- (iv) The quorum for a Committee meeting shall be **Seven**, inclusive of the Chairman. If there is no quorum. An adjourned meeting may be held half an hour later on the same day and at the same place, and for such adjourned meeting, no quorum is necessary.
- (v) A Committee Member who remains absent from three consecutive meetings shall cease to be a Member of the Committee, unless he has obtained leave of absence.
- (vi) All proceedings of the Club Committee and of the Sub-Committees appointed under bye-law **27** shall be strictly confidential.

26. Honorary Secretaries - Games

The Committee at its first meeting shall elect Honorary Secretaries for the various games. Those Honorary Secretaries who are not members of the Club Committee shall have the right to attend Sub Committee meetings at which any question relating to their games is to be discussed, and due notice of such meetings will be given to the Honorary Secretary concerned. He will have the right to express his views but shall have no vote.

27. Sub-Committees & their Responsibilities (refer article 44-a)

A. The Managing Committee shall appoint the following Sub-Committees:

- 1) Finance Sub-Committee
- 2) House Sub-Committee
- 3) Balloting Sub-Committee
- 4) Building and Maintenance Sub-Committee
- 5) Staffing Sub-Committee
- 6) Purchase & Stores Sub-Committee
- 7) Catering Sub-Committee
- 8) Entertainment Sub Committee -
- 9) Golf Sub-Committee
- 10)Sports Sub Committee
- 11)Law Sub Committee
- 12)System Sub Committee
- 13)Bar Sub Committee
- 14)Sponsorship Sub Committee

B. Any Sub Committee appointed by the Club Committee shall:

- (i) Consists of not more than Five Life / Permanent Members and one of them will be appointed by the Committee as Chairman.
- (ii) Two Members may be Co-opted from amongst Non-Elected Permanent / Life members of the Club. The exact composition of the Sub Committee will depend on the nature of its workload and the available expertise from amongst the Committee Members.
- (iii) Each Sub Committee shall before the commencement of the financial year, prepare its budget and spell out its targets and goals for each of the activities and responsibilities and shall report every quarter. Its achievements in respect of each responsibility, to the Club Committee.
- (iv) All Sub Committees must meet once a month. If there is no quorum, meeting to be adjourned for half an hour and again convened on the same day, at the same place and for such meeting the quorum needs to be just two members. (Auth: CCM dated 1.10.2014 & CCM dt 12.11.2014)
- (v) The Committee will appoint Games Secretaries for all sports. They will be part of the Sports Committee.
- (vi) The Honorary Treasurer (An elected Member of the Managing Committee) shall be Ex-officio Member of the Finance Sub-Committee.
- (vii) The President and Vice President will be Ex officio Members of all Sub Committees.

C. Responsibilities of Sub-Committees are as under:

(a) Finance Sub-Committee:

- i. Preparing the Annual Revenue and Capital Budget
- ii. Preparing Annual Reports.
- iii. Internal & Statutory Audit.
- iv. To ensure accuracy and timeliness of Accounts.
- v. To ensure all Taxes are correctly collected and paid to the Govt in time along with returns.
- vi. To inculcate financial discipline in other sub committees.
- vii. To monitor monthly expenditures against the budget.
- viii. To prepare monthly revenue and cost statement accurately and on time.

(b) Law Sub – Committee:

- i. To ensure the Club is statutory compliant.
- ii. To address and monitor all legal cases.
- iii. To ensure that all Licenses are renewed from time to time.
- iv. To be updated on all Government related matters that could affect the well being of the Club.

(c) House Sub-Committee:

- i. To deal with member disciplinary matters.
- ii. To ensure proper management of residential rooms and venues and monitor revenue.
- iii. To ensure proper housekeeping of Club premises.
- iv. To ensure appropriate security.
- v. To monitor all outsourced services except catering.

vi. Oversee administration of the Club.

(d) Staffing Sub-Committee:

- i. To prepare and update the Organization Chart of the Club.
- ii. Manpower Planning and Recruitment.
- iii. Job Description, Target setting and Performance Appraisal of all Staff.
- iv. All aspects of Industrial Relations.
- v. Training of Staff.
- vi. To maintain Personal Records of all employees.
- vii. To collect information on wages prevailing in Hospitality and Club Industry in Pune.
- viii. To ensure Discipline amongst staff.
- ix. Liaison with various Govt authorities, Consultants, etc.
- x. To conduct an Annual Medical Test for staff members, particularly in Bar, Kitchen and serving waiters.
- xi. To conduct wage negotiations with the Union.

(e) Catering Sub-Committee:

- i. To ensure quality and quantity norms are followed.
- ii. To ensure efficient waiter service.
- iii. To fix and modify price of food items from time to time.
- iv. To introduce new items from time to time.
- v. To monitor caterer performance against the contract.
- vi. To negotiate catering contracts as required from time to time.
- vii. To prevent pilferage.
- viii. To ensure hygienic conditions in kitchen.
- ix. To periodically audit bills to ensure that correct prices are charged.
- x. To collect monthly cost data from caterer.
- xi. To prepare and print menu cards from time to time.
- xii. To audit linen, crockery, cutlery, kitchen equipment inventories periodically.

(f) Purchase and Stores Sub-Committee:

- i. To strictly follow the laid down standardized purchasing procedure for purchase of capital and revenue items.
- ii. To purchase capital and revenue items as per managing committee approved purchasing procedure.
- iii. To continuously search for reputed suppliers who can given better rates and terms without compromising quality.
- iv. To create and update vendor list of the Club.
- v. To do annual vendor rating analysis.
- vi. To fix inventory norms for all items in stores.
- vii. To ensure proper storage systems are present in the stores.

(g) Building and Maintenance Sub-Committee:

- i. To create modify and get approved from the managing committee a standardized contract procedure with suitable clauses for escalations, penalties etc.
- ii. To negotiate maintenance contracts as per managing committee's approved purchasing procedure.
- iii. To maintain the Club's infrastructure to stay in good condition.

- iv. To monitor the progress of work to ensure that it is of good quality and completed on time.
- v. To monitor the release of payments as per contract.
- vi. To compile and get approved from Managing Committee the Annual Capital budget for the Club.
- vii. To carry out capital works as per budgets and the approval of the managing Committee.
- viii. To ensure appropriate permissions from the authorities prior to constructing structures.

(h) Entertainment Sub-Committee:

- i. To develop a yearly calendar of events according to budget.
- ii. To detail the month wise events.
- iii. To meet quality to meet high moral and ethical standards and cater to different segments of the club membership.
- iv. To ensure programmes expenditure is as per budget.
- v. To source sponsors for events.
- vi. To develop a network of good quality Artists.
- vii. Invitation to VIP's in consultation with Managing Committee.

(i) <u>Golf Sub Committee</u>

- i. To develop good practices for the maintenance of the golf course and to ensure compliance.
- ii. To monitor income and expenditure according to budget
- iii. To create revenue and capital budgets for the golf course.
- iv. To develop schemes for golf subscribers.
- v. To search sponsorships.

(j) Balloting Sub-Committee:

- i. Review of various types of memberships/ subscribership and rationalization of membership /subscribership, if necessary.
- ii. Recommendation on amount of deposits, annual subscription and fees to be charged to various categories of members/ subscribers in co-ordination with finance sub-committee.
- iii. Procedure for inducting any member / subscriber.
- iv. Procedure for applying for club membership /Subscriber ship and eligibility criterion.
- v. Interviews of potential members/ subscribers and recommendations to main committee.
- vi. Recommend list of honorary members.
- vii. Recommend number of members /subscribers to be inducted depending on resignations, retirements, expulsions, etc.
- viii. Prepare profile of existing members/subscribers.
- ix. Procedure for accepting resignations.
- x. Criterion and procedure for expulsion of members.

(k) Bar Sub Committee

i. To create modify and get approved from the managing committee a standardized purchasing procedure for purchase of liquor items.

- ii. To purchase liquor and other bar items as per managing committee approved purchasing procedure.–
- iii. To continuously search for new products.
- iv. To fix prices for liquor items and review them time to time.
- v. To develop suitable promotional programmes through the year in member benefit.
- vi. To fix inventory norms for liquor items in the bond rooms.
- vii. To ensure proper storage systems are present in the bond rooms
- viii. To ensure efficacy of service in the bars.
- ix. To ensure training to bar tenders and waiters in the bar to met satisfaction levels of members.
- x. To eliminate pilferage in the bars.

(I) Sports Sub Committee

- i. To interact with all games (indoor and outdoor- including cards) secretaries and ensure smoothness functioning of the game and the maintenance of the sports venues.
- ii. To ensure that tournaments are conducted in all games and the games are promoted.
- iii. To ensure training to members and dependents.

(f) Systems Sub Committee

- i. To ensure the right IT technology is created in the Club.
- ii. To monitor the performance of the IT systems.
- iii. To maintain the IT technology infrastructure.
- iv. To develop and maintain the website.
- v. To explore new technology which would benefit the Club

(g) Sponsorship Sub Committee

- i. To create modify and get approved from the Managing Committee a standardized sponsorship procedure.
- ii. To contact Corporate Houses for sponsorship against standardized benefits.

28. Documents to be placed before the Committee

The Secretary will ensure that the following papers are placed before the Managing committee at its monthly meetings:

- A statement showing comparative figures of income and expenditure for the current year and preceding year for (1) the month to which the statement relates (2) the entire period upto that month from (The beginning of the year) and (3) the budget amount, and increase or decrease in income and expenditure in relation to the previous year's figures.
- ii. A list of members whose out standings exceed Rs.10,000/- or who have not paid their dues for the previous three months, with the recommendations of the Finance Sub-Committee.
- iii. Recommendation of all Sub-Committees, and also of any other special Sub-Committee appointed.

29. President's Power

The President or in his / her absence, the Vice-President is empowered to take decisions on such matters as he/she anticipates, will meet with the approval of the Committee and which in his / her opinion, are sufficiently urgent to call for the use of his/her power to obviate the necessity of calling a special committee meeting. All such decisions should be referred to the Committee at its next meeting for confirmation.

30. Minutes' Books

The Secretary or in his absence, the Deputy Secretary shall maintain the Minute Books of the proceedings of all general meetings, Committee Meetings and Sub-Committee Meetings. The Minute Books shall be preserved as per Company Law.

31. Duties of the Secretary

The Secretary shall be responsible for the smooth functioning of the Club, and act as per directions of the Managing Committee. Over all in control he shall give day-to-day orders to the staff. All purchase orders and incoming bills shall be countersigned by the Secretary before payment is made by the Club Treasurer. The Secretary will report to the President.

32.

A. <u>Purchase Procedure for Revenue and Capital Items</u>

a. PURCHASE REQUISITION (PR) STAGE

The User Department Head shall raise a Purchase Requisition on the Purchase Department. The User Department Head shall specify the Product and Brand clearly and the PR should be raised by the Department Head and signed by the Secretary. The User Department Head must check whether budget is available before raising the PR. In case of Capital Items, the Managing Committee must approve the Purchase of items before the User raises the PR.

b. SUPPLIER SEARCH STAGE:

The Purchase Department shall obtain a minimum of 3 quotations from the approved list of Suppliers. In case there is no Approved List, new Suppliers may be asked to give the Quotation.

c. ANALYSIS OF QUOTATIONS STAGE:

The Purchase Department shall prepare a Comparison Sheet in which Supplier name, Prices, and Terms of payment are summarized. At the bottom of the comparison sheet, the last Supplier and price shall be mentioned.

d. SUPPLIER SELECTION STAGE.

The Purchase Manager shall conduct preliminary negotiation with the Suppliers. In case of Orders for Revenue Items ranging from Rs.5000/- to Rs.50,000/- the Chairman of Purchase Sub Committee shall conduct Final Negotiation. In case of Capital Items and Revenue Items over Rs.50,000/-, the Purchase Sub Committee shall conduct Final Negotiations.

e. PURCHASE ORDER STAGE:

The Purchase Order must be raised by the Purchase Manager and signed by the Secretary.

f. VENDOR RATING STAGE:

At the end of the year, the Purchase Manager shall rate the Vendors of all the important and regularly purchased items and shall update the Approved list of Suppliers. For any change of Suppliers in the Approved list, approval must be taken from the Chairman, Purchase Sub Committee.

g. RECORD MAINTENANCE STAGE:

All quotations must be attached to the comparison sheet and record of every purchase must be maintained in annual Files, suitably categorized as – Sports Equipment, Electrical Equipment, Room side consumable equipment, Capital items, Liquor items, Misc Items.

B. <u>Purchase procedure for Liquor Items</u>

1. PR STAGE.

- 1.1. The Store Keeper shall raise a PR for a liquor item when the stock of that item reaches the reorder point (ROP). The quantity on the PR should be the prescribed order qty (OQ).
- 1.2. The Store Keeper is responsible for raising the PR at the correct ROP.

2. ORDERING SYSTEM.

- 2.1. The Bar Chairman shall approve a statement indicating the ROP and order quantity for every brand in each of the two Bond Rooms.
- 2.2. The statement will be reviewed every month by Bar Chairman.

3. PO STAGE.

- 3.1. The Manager Purchase shall prepare the PO and mail it to the distributor. Only after this will he read it out to the distributor on the telephone.
- 3.2. The Manager Purchase is responsible for checking the PR to ensure it is as per the inventory control system.
- 3.3. The Manager Purchase is to ensure that correct discounts are put in the PO.
- 3.4. In case of emergency purchase a manual purchase order will be made by the Purchase Manager. In no case shall the date of supplier bill precede that of the purchase order.

4. MATERIAL ENTRY STAGE

4.1. Distributor brings the materials to the Club and at the Gate the material is entered by Security in Material Entry Register (MER).

4.2. Security stamps the supplier bill with the entry number and date.

5. MATERIAL RECEIPT REPORT STAGE

- 5.1. If the supplier bill does not carry the correct price the material should not be accepted and be sent back to the supplier.
- 5.2. On receipt of material at the Store, the Store Keeper shall prepare RR and attach this to the supplier bill and the PO and send this documents to Accounts for payment.

6. BOND ROOM STAGE.

- 6.1. The Store Keeper shall immediately transfer the material to the Bond Room and send the TP certificate to the concerned Assistant for posting in the Excise Register.
- 6.2. The Bond Room shall be opened/closed only by the Store Keeper and no other personnel shall be permitted to open/close the Bond Room. It shall be sealed every day by the Store Keeper and keys to be handed over to the Security.

7. AUDIT OF BOND ROOM.

7.1. The Audit of the Bond Room shall be done as per the following schedule :-

Daily	Club Auditor
Daily	
Monthly	Auditor – Accounts Officer
Quarterly	Auditor – Accounts Manager
	C C
Annually	External Auditor

8. BREAKAGES IN BOND ROOM.

- 8.1. Any breakage in Bond Room will be reported immediately to Senior Manager Accounts, who will investigate it and fill up a prescribed investigation report.
- 8.2. Based on this report, suitable action will be taken by Bar Chairman.

9. BILL PASSING STAGE

- 9.1. Stores department shall send supplier bill together with material receipt report and purchase order to the Accounts department.
- 9.2. Accounts department shall compare supplier bill with purchase order to see whether the rates match and then only will the bill be passed.

9.3. In case the supplier has not passed on the required discount stores department shall follow up with the supplier to obtain the credit note. Such follow up should done in writing with a copy to acccounts department.

C. <u>Purchase Procedure for Rate Contract Items</u>

1. <u>Concept</u>

- 1.1. Items that are regularly and repeatedly purchased such as stationery items and house hold cleaning item should be put on rate contract.
- 1.2. The objective is to pre-decide the brand, lsuppliers and prices so that purchase orders can be raised immediately.

2. Product Description Stage

2.1. The Purchase Manager and user departmental head shall jointly decide the brand and product description.

3. <u>Supplier Selection Stage</u>

- 3.1. The Purchase Manager shall obtain a minimum of three quotations.
- 3.2. The Purchase Manager shall prepare a comparision sheet indicating monthly consumption, previous price and also the prices obtained in the quotation.
- 3.3. The supplier will be selected after negotiation by Purchase Sub Committee.

4. Rate Contract Stage.

- 4.1. The Secretary will sign a rate contract with the selective supplier at the negotiated price as given in 3.3.
- 4.2. The prices will remain firm for a period of six months.

5. Ordering Rule.

5.1. The Purchase Manager shall formulate and ordering rule for each of the rate contract item.

6. Purchase Order Stage.

6.1. When the stock falls below the re-order point, the Purchase Manager shall raise a purchase order on the rate contract supplier at the rate contract price.

7. Material Receipt Report Stage.

7.1. On receipt of material at the Store, the Store Keeper shall prepare MRR and attach this to the supplier bill and the PO and send this documents to Accounts for payment.

8. Bill Passing Stage.

- 8.1. Stores department shall send supplier bill together with material receipt report and purchase order to the Accounts Department.
- 8.2. Accounts department shall compare supplier bill with purchase order to see whether the rates match and then only will the bill be passed.

33. Financial Powers of Games Secretaries

The Honorary Secretaries for games should keep themselves informed of the budgetary position of the games they are in charge of and they will be responsible to the Committee for seeing that the budget allotment is not exceeded. They will submit their budget for the succeeding year on 1"January.

34. Powers of The Secretary (also refer article 45)

The Secretary is empowered to incur the following expenditure, provided that in any case the expenditure does not exceed the amount allotted in the budget:

- (a) Secretary may incur upto Rs 10,000/- on any single item, twice a month.
- (b) Payment of salaries and wages to the club staff.
- (c) Purchase of and payment for foodstuffs, tobacco, soft-bar & permit room, as required.
- (d) Incurring commitments with the budgeted normal expenditure on account of the following items:
- (e) Stamps, Stationery, Advertisements, Cleaning materials, Newspapers, Employees clothing, Aerated waters, Roads & Buildings, Furniture, Carpets, Furnishings, Crockery, Glassware and Electric fittings.
- (f) Payment of recurring charges such as Rates, Taxes, electricity and water bills and A.M.Cs.
- (g) Capital expenditure of whatever nature shall first be budgeted and approved by the General Body of the Club. Thereafter the same shall be recommended by respective Functional/Departmental Committee or Departmental Secretary and after Finance Sub Committee gives its consent from the point of the financial aspects the Managing Committee shall approve the same. The Secretary has no power to approve these expenses.
- (h) Expenses of various nature such as transport, conveyance travelling etc (other than purchase of goods) and which are not falling in the above category shall be sanctioned by the Secretary uptown aggregate Rs 40,000/- per month on all such expenses.
- (i) Purchase of goods other than any insurgence covered by category (g) and (h) above and (j) below shall be approved by Secretary Upto maximum Rs 30,000/- p.m on all such purchases.
- (j) The Secretary will represent and sign Court proceedings & Licenses on behalf of the Club.

35. Urgent Unforeseen Expenditure (also refer article 45)

In the event of the Secretary considering it necessary to incur Urgent Commitments or expenditure in excess of the powers allowed to him, approval of the President or in his absence, the Vice President, will be sufficient.

36. Expenditure on Improvements (also refer article 45) and article 47 (2)

The Committee may sanction a total expenditure on general improvements during any one financial year, up to Rs 2,50,000/- at any time, on any one item, out of contingency funds provided for in the annual budget.

37. General Reserve Fund and Employees Provident Fund.

A General Reserve Fund and an Employees' Provident Fund shall be maintained. The Reserve Fund is for use in the case of unforeseen non-recurring expenditure that cannot be met from current revenue, and withdrawals from the fund may be made only under the orders of the Committee.

38. Annual Audit.

The accounts shall be audited annually by a qualified Auditor to be appointed at the Annual General Meeting. The audit year will be from 1st April to 31st March.

39. Pets.

No person shall under any circumstances, feed or encourage stray dogs to be in the Club premises. No person shall bring dogs or any other pet animals into the Club premises. Violation of this rule shall invite disciplinary action along with a fine of Rs.1000/-.

40. Club Notices.

No paper, placard or notice shall be put up in the club premises without the approval of the Managing Committee.

41. Children's' Park.

A playground is provided for the use of children in the compound of the Club. Timings : 9 am to 11 am and 4 pm to 9 pm

42. Cricket.

The following rules shall govern the playing of Cricket in the Club:

- i. The cricket season will normally be from Oct to May
- ii. Cricket fixtures for the season will be notified on the notice board of the Club and Cricket Pavilion.
- iii. A notice showing the fixture for the ensuing week will be placed on the notice board on Sundays, calling upon members who wish to play, to register their names. From the names so registered, the team for the match will be selected on the evening of Friday proceeding the day of the match.
- iv. The nets will be available for practice every morning &evening from 4 p.m. to 6 p.m. throughout the cricket season except when a match is being played.

- v. An entertainment allowance for visiting teams will be included in the Annual Budget. Any entertainment expenses in excess of this amount shall be borne by the players taking part in the match.
- vi. Ground charges are indicated in bye-law no. 21.

43.<u>Tennis.</u>

The following rules shall govern the playing of Tennis in the Club:-

A. Court timings:

	Morning: 6.00 a.m to 10.00 am
	Evening: 4.00 p.m to 9.00 p.m.
(Summer)	Flood lit: 7.00 p.m to 9.00 p.m.
(Winter)	Flood lit: 6.30 p.m to 9.00 p.m

(i) Tennis coaching: Rs 800/-pm (3 days in a week for members, depending on the coach

Rs 1500/-per month (3 days in a week) for Guests Rs. 1200/- pm (6 days in a week) for Members. Rs. 2500/-pm (6 days in a week) for Guests

- (ii) Timings 7.00 to 9 am & 3 pm to 5.45 pm. Sunday off.
- (iii) Flood lit Tennis.

Court no 1 & 2 6.30 to 8.0 p.m. Court no 3 & 4 6.30 to 9.0 p.m.(depending on climate & season)

- (a) For Members : Rs 100/- daily per player for ½ hour for doubles Rs 20/- per player for ½ hr. For singles.
- (b) For Guests
 : Rs 50/- per player for ½ hr. For doubles.
 : Rs 50/- per player for ½ hr. For singles.

B. Court Availability:

- i. Court nos. 1 & 2 are for Members only but can be used by children, if vacant. However, children shall vacate the court at the end of the game (not set) on request of a Member.
- ii. Court nos. 3 & 4 are for coaching only. if vacant. These courts may be used by Members but shall be vacated on request at the end of the game (not set).

C. Play Duration:

i. Singles or Doubles in sessions of 30 minutes or 11 games, whichever is earlier at the end of which the court has to be vacated for the waiting members.

ii. If no members are waiting, the next session of 30 minutes can be continued.

D. Play Order:

- i. On first come first served basis.
- ii. Doubles play has precedence over Singles play. Waiting Members can join Singles play at the end of the game (not set) and start Doubles play.
- iii. Two Members waiting to play Singles shall have priority over a single Member playing with the marker.

E. Guests:

- i. Introducing Member shall accompany the Guest.
- ii. A Guest can only engage the marker in Singles play, if the services of the marker are not required by Members.

F. Flood-Lights.

- i. Lights will be switched on only after sunset.
- ii. Members can reserve courts after 4.00 p.m. for that day by entering the name and start time in the book provided. Booking of successive sessions of play is not allowed.
- iii. Each playing session shall be of 30 minutes after which the court has to be vacated for waiting players. If no one is waiting, another 30 minutes session can be commenced.

G. Court Conduct.

- i. Players must sign the name before starting play, in the book kept at the court.
- ii. Players shall play in proper tennis shoes to avoid court damage.
- iii. Players must not cross over the courts when the game is in play.
- iv. Players must avoid loud arguments and noisy behavior.
- v. Players must use the dressing room near the courts for personal needs.

H. Venue/Court Booking Charges : Rs 6000/- (11.00a.m. to 4.00 p.m.)

44. Badminton.

The following rules shall govern the playing of badminton in the Club.

Α.

i. the badminton court will remain open for play during the following times:-

morning :6.00 a.m. to 09.00 a.m. evening :08.30 p.m. to 10.00 p.m.

The marker will be in attendance at the above times.

- ii. On the occasion of tournaments or any other occasion when the Badminton Court is required, the hours of play will be altered and notified.
- iii. A player not present at the Badminton court when it is his turn to play shall lose his right to play in that game and his name will be erased from the slate.

- iv. A game will consist of 21 points both for Doubles and Singles.
- v. Non-marking badminton shoes must be worn by the players.Rs.500/-fine for violation.
- vi. Shuttlecocks available with the marker may be purchased at rates which will be notified from time to time.
- vii. Children above 8 and below 16 years of age will be allowed to play only till 7 p.m. Children between 16 and 18 years of age may play at any time during the prescribed hours provided no Member is waiting to play.
- viii. Play by children above 18 years of age will be governed by bye-law no.5.
- B. Coaching Members : Rs.600/- pm Guests : Rs.1000/- pm
- C. Timings: Mon to Sat : 4:30 pm to 6:30 pm
- D. Venue/Court Booking : Rs 4000/- (11.00a.m. to 4.00p.m)

45. TAEKWONDO COACHING

Coaching Fees, Days & Timing (i)Days : Tues, Thu & Saturday (ii)Time : 5 to 6 pm (iii)Fees : Members Rs 500/- Per Month Guest Rs 1200/- Per Month.

46. <u>Golf.</u>

The following rules shall govern the playing of Golf in the Club:-

- A. A duly constituted Golf Sports Committee will manage the game of Golf as follows :-
 - (i) The Golf Sports Committee shall consist of the Golf Captain, Ladies Captain and Seven Permanent / Life Golf playing members of Poona Club. The Golf Captain shall be the Chairman of Golf Sports.
 - (ii) The Golf Captain & Ladies Captain will be nominated by the Managing Committee. The Seven Golf Playing Members of the Golf Sports Committee will be nominated by the Golf Captain and allotted different responsibilities each.
 - (iii) The term of the Golf Captain & Ladies Captain shall be of Two Years. The term of other Members shall be for One year. With effect from 1st April 2017, the yearly fees to be paid by 7 year Golf Subscribers would be 40% of the annual subscription paid by yearly golf subscribers for a given year. Rs.2.5 Lacs entry fees for paying upfront would remain the same.

- (iv) The Golf Sports Committee will be responsible for setting the Rules and Regulations as per game standards and ensuring compliance. The Sports Committee is empowered to take necessary decisions in Disciplinary matters if urgent. The same to be ratified by the Managing Committee subsequently.
- (v) Minutes of the golf sports committee will be presented to the managing committee in the original along with comments of the golf sub committee.
- **B.** The rate of payment for Caddies shall be fixed by the Golf Administrator from time to time and shall be notified on the notice board of the Golf Course Club House. The payments to Caddies may be made either directly or by signing credit chits.
- **C.** All fees received in the Golf Section as Green Fees or on any other account, shall be credited to the Golf Account.
- **D.** The bringing of Pets on the golf course is prohibited.
- E. All Golf Subscribership shall be valid for one year only from 1st April To 31st march unless determined otherwise by the Managing Committee.
- F. All Yearly Subscribers will have to apply afresh for Golf Subscribership for each Financial Year. No existing golf subscriber will be allowed to play in the new financial year till such time as he/she has filled the form, paid the subscription fees and obtained a receipt. Similarly, new subscribers will be first interviewed and recommended by the Golf SC, and subsequently approved by the Managing Committee. Thereafter, they will be allowed to pay golf subscription and become golf subscribers. There will be no cash and will transactions permitted all fees be paid through cheque/NEFT/RTGS/Debit & Credit cards/UPI gateways/cash loaded cards/signing bills. On receipt of payment of subscription, the subscriber will be allowed to play. (Auth CCM dt 9.12.2022)
- **G.** Local Regulations regarding Golf will be put up on the notice board of the golf pavilion and printed on the golf score board. all golfers must follow the game rules.
- **H.** Spouse and dependents of Golf Subscribers will be given a Club House entry card for usage of Club Facility for playing Golf. Regular rules & Fees applicable will apply.
- I. The Committee agreed that with effect from 1st April 2017, the yearly fees to be paid by 7-Year Golf Subscribers would be 40% of the annual subscription paid by yearly golf subscribers for a given year. Rs 2.5 Lacs entry fees for paying upfront would remain the same. (Auth CCM: 18.01.2017)

47. Swimming Pool.

The following rules shall govern the use of the swimming pool:

A. Timings:-

i. The Swimming Pool will be open from 6.30 a.m. to 1.00 p.m & 3.00 p.m to 10.00 p.m, Except on Monday where timings will be 6.30 a.m to 11.00 a.m & 5.00 p.m to 10.00 p.m. Closed from11.00 a.m to 5.00 p.m for cleaning the Pool. During April & May, Pool timings are extended to 10 p.m.

B. Rules

- a. Swimming across the breadth of Swimming Pool is not permitted.
- b. Children under 12 years of age will not be allowed to use the pool unless accompanied by an adult entitled to the use of the pool.
- c. Children under 15 will not be allowed in the pool after 7 p.m.
- d. Children of members may not bring Guests.
- e. Valuables brought to the pool are at the risk of the Member/ Guest. Club will not accept any liability.
- f. The club accepts no liability whatsoever for any mishap or accident that may occur in the swimming pool under any circumstances.
- g. Smoking is prohibited in the pool / dressing room area.
- h. Children with any Skin Disease or any other Infection Open Sores or Wounds are not permitted to use the pool.
- i. Supervision of children's activity for kid's pool is the sole responsibility of their parents.
- j. Use of body lotion, oil or suntan lotion before entering the pool is prohibited.
- k. Under no circumstances will Pets be allowed in the compound of the swimming pool.
- I. No diving is allowed in Big Pool / Baby Pool.
- m. No person may enter the Swimming Pool without first using the shower provided in the dressing rooms.
- n. Children of Guests above 5 years will be treated as Guests and charged for as above.
- o. No person using the Pool will be allowed to eat or drink in the pool.
- p. Swimming costumes will be worn by all persons using the pool. Shorts or underwear are not permitted as swimming attire.
- q. All ladies and gentlemen shall wear swimming caps before entering into the pool.
- r. Water Polo or any other Ball Game will not be permitted in the Pool except when a match is arranged by the club.

C. Coaching Charges (under 18 yrs)

- i. Member Rs. 750/-
- ii. Guest Rs. 3000/-
- iii. Timings 10 am to 1.00 & 3 pm to 5 pm.
- iv. Coaching- (Tuesday to Saturday only)

48.<u>Squash</u>

- A. Squash Court Timings:
 - (a) Courts 1 and 2: (7 am to 10-30am and 11-30 to 9-00pm).

- (b) Court closed from 10-30am to 11-30am for cleaning.
- B. Poona Club Rules state Members have priority of play over guests (Permanent / Life / Corporate / NRI / Gymkhana / Honorary/ Visiting)
- C. Member is defined separately in the Bye Laws.

D. Rules for booking the Court.

- (i) Booking of the court through proxy is not allowed.
- (ii) Also one cannot book for a fixed time. it is on "first come, first use."
- (iii) Booking of two courts is not allowed.
- E. (a) The Procedure for Booking / Play will be as follows:
 - (i) Players must go into an empty court enter their names on the board and the time they are entering the court. (Both names). The usage time starts at this point. Maximum usage is 45 mins.
 - (ii) The next set of players waiting to play must enter their names for the succeeding 45 min. slot.
 - (b) Max. of 45 mins no exception for
 - (i) Late entry into court
 - (ii) An unfinished game.
 - (iii) 2/3/4 players playing together. it is not related to the number of users in the time slot.
 - (iv) Overlap play. Even if a player enters late he has to vacate when the original players 45 mins are up.
 - (v) Coaching.
 - (vi) Ladder matches
- F. 2nd. Booking in the same session on a day (morning/ evening) is not permissible. Players may use an empty court but must vacate when others arrive.

G. Members Court

- (i) Court # 1 will be reserved for PCL members during the following times
 - 7.30 am to 9.30 am
 - 6.30 pm to 9.00 pm
- (ii) Guests cannot book this court during these timings.
- (iii) A member may choose to play with the marker or a subscriber / guest in case he /she has arranged this even if another member is waiting.

H. Markers Timings

a	b
7-30 am	6-30 am
11-30 am	10-30 am
5-30 pm	4-00 pm
9-30 pm	8-00 pm

- I. (a) On the weekly off (Tues. and Thu.) timing "a" will be followed.
 - (b) The markers are entitled to a 15 mins break between sessions with a player.

These sessions will be limited to 45mins

J. Shoes

(a) Only non marking, gum soled squash shoes are allowed on the court.

- **K.** Regular Guest charges for entering the Swimming Pool and Squash Complex even if not playing are applicable.
- L. Coaching timings
 (i) 4.30 p.m. to 5.30 p.m. Mon, Wed, Fri court #2 max. 10 students
- M. Rates for coaching and markers charges will be decided by the Committee from time to time.
- N. Current Coaching Charges :
 (a) Members : Rs.2000/- p.m.
 (b) Guest : Rs.3000/- p.m.(11 am to 4 pm)
- O. Venue Booking Charges : Rs.1000/- per day.
- P. Markers Charges : Rs.35/- per game of 45 mins.

49. Billiards

The following rules shall govern the playing of billiards in the club:

A. The hours for playing billiards will be as follows:

11.00 a.m. to 5.00 p.m.

6.00 p.m. to 11.00 p.m.

B. For cleaning of tables: 10.00 a.m. to 11.00 a.m.

5.00 p.m. to 6.00 p.m.

C Billiards will not be allowed to be played in the absence of a marker.

- D Each game will be limited to a period of 30 minutes. The time of commencement of each game will be marked on the clock provided for the purpose by the marker.
- E Guest game charges_-game charges are Rs.50/- for ½ hour (In addition to Club entrance charges as applicable) .The sale per cue chalk is Rs. 15/- & the sale per tip is Rs. 10/-.
- F Players requiring the table must write their names on the slate and will take their turn as recorded. A player not present in the billiard room when it is his turn to play shall lose his right to play in that game and his name will be erased from the slate.
- G A player who has commenced a game is not permitted to continue for the next 30 minutes in case there is a wait list. His name will be erased from the slate, and it shall not be entered again until the game is over.
- H if the table or cloth be damaged in any way by a member or his guest, the member will be responsible for the damage. The amount of the damage will be assessed by the house sub-committee and charged to the member concerned. the decision of the house sub-committee shall be final, unless the amount involved exceeds Rs. 15.000/- in which case an appeal shall lie to the club Committee, whose decision shall be final.
- I Children of members below 12 years of age (and not of sufficient height to table) will not be permitted to play billiards. Those above 12 years of age may be permitted to play, provided no member is waiting to play.

50. Table Tennis

The following Rules shall govern the playing of Table tennis in the Club.

- (a) The Table Tennis Court will remain open for play during the following times:-
 - (i) Morning 6.00 a.m. to 9.00 a.m.
 - (ii) Evening 4.00 p.m. to 9.30 p.m.
 - (iii) Saturday & Sunday 9 a.m. to 10.30 p.m.

The Marker will be in attendance at the above times.

- (b) On the Occasion of tournaments or any other occasion when the table tennis court is required, the hours of play will be altered and notified.
- (c) A player not present at the table tennis court when it is his turn to play shall lose his right to play in the game and his name will be erased from the slate.
- (d) Non-Marking shoes must be worn by the players.
- (e) Table Tennis ball available with the marker will be charged at market rates.
- (f) Possession of table is for a game of 21 points only. Whether singles or doubles are played.
- (g) Table Tennis Venue Booking Rs 2000/- 11.00 am to 4.00 pm.

(h) TABLE TENNIS COACHING.

	Time		Deginnera	Intermediate	Advance
Days	Time	Fees Per	Beginners	Internediate	Advance
		Month			
All	3.30 to 6	Members	600/-	1000/-	1800/-
Days	pm	Guest	1000/-	1500/-	2500/-
Alt		Members	300/-	500/-	900/-
Days		Guest	500/-	750/-	1250/-
Week	Sat &	Members	400/-	700/-	1000/-
ends	Sunday	Guest	700/-	1000/-	1300/
	9 to 10.30				
	am				

Coaching Timing, Days & Fees.

51.<u>Cards</u>

- (i) Reservation of rummy table is not permitted.
- (ii) Members will sign the register specially provided for the purpose when playing overtime.

52. Health Club.

- A. Timings: The Health Club Will remain open during the following times.
 - (i) 6 a.m. to 11 a.m. General Morning
 - (ii) 11 a.m. to 5 p.m. Ladies RESERVED
 - (iii) 5 p.m. to 10 p.m. General Evening
 - (iv) 6 a.m. to 1 p.m. & 6 p.m. to 10 p.m. Sunday.

B. Charges

Health Club charges for members are as follows.

(i) Yearly subscription	: Rs.3,861/-
(ii) Half yearly subscription	: Rs 2,758/-
(iii) Quarterly	: Rs 1,655/-
(iv) Monthly	: Rs 1,103/-
(v) Per day	: Rs 83/- per day for members
	: Rs 100/- per day for guest

(above rate are inclusive of taxes)

C. Rules

- (i) The Health Club timings will be followed very strictly. All machines and equipments shall be shut down 15 minutes prior to the closing time.
- (ii) The Health club facility is for the members & their guests only.
- (iii) Guest charges will have to be paid by the member by signing in his guest at the reception of the Health Club.
- (iv) Usages of health Club will be at the users own risk. The club shall not be responsible in any manner for any type of injuries that may be caused to the user.

- (v) Elderly members using the health club must inform the management and the trainers about their medical status.
- (vi) The members must refrain from excessive usage of equipment which could result in physical disability/injuries.
- (vii) Steam & Sauna must be used appropriately suiting their respective health status. The Club shall not be responsible in any manner for injury/eventually that may arise due to excessive usage of this facility.
- (viii) The music system in the health Club is a facility and must be used in a manner not disturbing other members. Any complaints regarding the audio levels not as per prescribed norms may result in a fine of Rs.1000/-.
- (ix) Machines and equipments of the GYM must be used with utmost care and if any damage is done to the equipment 50% of the cost of repair shall be recovered from the respective member.
- (x) Members should refrain from arguments and confrontations with other members and staff including trainers.
- (xi)Food, smoking & liquor consumption except health or health drinks as prescribed by the doctor are strictly prohibited.
- (xii) A separate clean, dust free shoe should be used in side the gym; out side shoes are not allowed.
- (xiii) Bathing towels are to be used for showers only.
- (xiv) Members who have stopped using the health club for more then 3 months and have their own locker shall have to surrender the locker immediately or the management reserves the right to put up a notice of such lockers and shall break open and take custody of locker.
- (xv) No contraband goods/narcotics/cash/jewellery shall not be kept in the locker for any reason, the management shall not be responsible for such thefts or loss of such items
- (xvi) Personnel trainer is not allowed in the gym.
- (xvii) No personal masseurs are allowed in the gym.
- (xviii) Booking of Massage:

a. Massage for Ladies

Body Massage - 1 Hour - Rs.175/-Body Massage - $\frac{1}{2}$ Hour - Rs.125/-Head Massage - $\frac{1}{2}$ Hour - Rs.65/-Face Massage - $\frac{1}{2}$ Hour - Rs.65/-

b. Massage for Gents

Body Massage – 1 Hour – Rs.225/-Body Massage – ½ Hour – Rs.150/-

c. **Cancellation** on same day of appointment for massage will attract a cancellation charges of 50%.

53. Basketball

The Following rules shall govern the playing of basketball in the Club.

A. Basketball ground Timing.

Morning : 7 am to 9 am Evening : 6 pm to 9 pm Flood light timing 7.30 to 9 pm

B. Coaching Fees , Days & Timing

(i) Days : Mon, Wed & Friday.
(ii)Timing: 5 pm to 6 pm
(iii)Fees: Members : Rs 500/- per Month Guest : Rs 700/- Per Month.

54.<u>Chess</u>

A. CHESS COACHING

Chess Coaching Fees , Days & Timing

- (i) Days : Saturday & Sunday
- (ii) Timing: 10.30 am to 11.30 am
- (iii) Fees : Members Rs 700/- Per Month Guest - Rs 1000/- Per Month.

55. Serious Breach of Articles of Association or Bye-Laws. {refer article 13 (b)}

- A. The House Sub-Committee shall take immediate cognizance of any Serious Breach of the Articles of Association or Bye-Laws of the Club and shall call the offending Member / Spouse / Dependant as the case may be at the earliest for an enquiry. The findings of the said enquiry and recommendations shall be placed before the Managing Committee. The Managing Committee shall suspend the offending Member for a specific period by simple majority of the Members of the Committee present at the meeting. If the Managing Committee is of the opinion that the Offending Member needs to be expelled, then a meeting of the Managing Committee shall be convened under Article13(b) of the Article of Association.
- B Article 13(b) any member found to be guilty of willful refusal to neglect to comply with provision of article or the bye-laws of the club, or is found to be guilty of any serious misconduct prejudicial to the members of the club shall be liable for expulsion by a resolution to that effect by the Managing Committee.

56. Interpretation of Articles of Association and Bye-Laws.

In the case of any doubt regarding the exact meaning, interpretation or effect of any Article of Association or Bye-Law, the decision of the House Sub-Committee shall be accepted, pending the decision of the Club Committee at its next meeting and the decision of the Club Committee shall be final.

57. Reciprocal Club Arrangements.

- a. All Members of Affiliated Clubs wishing to use the facilities of this Club will contact the reception and prove *bonafide* credentials.
- b. Members of Clubs having Reciprocal Arrangements will be granted the facilities offered to Affiliated Clubs, Only after production of an Introductory Card from their Clubs. The same rule will apply to Members of this Club using the facilities of Reciprocating Clubs. However, Poona Club cannot be held responsible for Non-Acceptance of the member by the Affiliated Club visited.
- c. Charges: Members of Clubs having Reciprocal Arrangements with this Club and using the Club and its facilities, will be treated as Club Guests and charged on reciprocal basis.
- d. Members of Clubs having Reciprocal Arrangements will be considered for accommodation in Club Rooms. This will be on first come first served basis, after payment of full advance. Members of affiliated clubs requiring Residential accommodation, will be treated as Guests, and charged accordingly.
- e. Period of Reciprocal facilities: This is limited to **10** days in a month, and not exceeding 30 days in a calendar year.
- f. Payment of Bills: Members of Reciprocating Clubs will clear their bills in cash, on presentation. card losses will be settled on the table. No member of this Club, whose <u>Bills are Outstanding as per Bye-Law 12</u> will be entitled to receive or use an introduction card to visit a Reciprocating Club.

58. PARKING WITHIN CLUB PREMISES

- 1. The two and four wheeler vehicle Parking in the Club premises is for the use of Members of the Club only.
- 2. The Physically Challenged Parking area will be used only by Club Members holding the Handicap Car Sticker issued on application and approved by House Sub Committee. Drivers of Physically Challenged Club Members are not allowed to park the Cars / two wheelers in this parking area. The vehicle having the physically handicapped sticker issued by the Club will only be allowed to park the self driven vehicle in this area.
- 3. Cars with chauffeurs / drivers are not allowed to park their vehicles in the Self driven Parking area. These vehicles will be parked behind the Library building.

- 4. All cars belonging to the Club Members must have the prevailing sticker on their cars, failing which the cars shall not be allowed to be parked in the premises of the Club.
- 5. All Club Members must submit copies of their vehicle registration to the Club and procure the authorized car sticker.
- All Club Members bringing their cars to the Club shall not keep any valuables / combustible / corrosive or any life threating material /devices or contraband goods in their cars while parked in the Club premises.
- 7. The Club shall not be held responsible in any manner what so ever for any theft / damages in and to the Club Members vehicles in or outside the vehicle parking area.
- 8. All Club Members coming with their drivers / chauffeurs will be responsible for the behavior and discipline of their drivers / chauffeurs.
- No Club Member shall not cause any obstruction / Nuisance or inconvenience to other Members by parking their vehicles in the no parking areas or by wrongly parking their vehicles.
- 10. The Club reserves the right to put jammers on the Club Members vehicles which are wrongly parked till the fine is not paid by the Member to the Club.
- 11. In case of heavy parking within the Club premises, the club reserves the right to change the parking system for that particular day or programme. No Member shall complain of such arrangements.
- 12. Violation of the above mentioned rules will attract disciplinary action /fine of Rs 500/for each violation.
- 13. Parking of all vehicles in the Club premises are at owner Member's risk.
- 14. No Loud music shall be played in the parked cars by the Members. The Members will also ensure that they will not permit their Drivers / Chauffeurs or any individual to consume alcohol / psychotropic drugs sitting in the parked cars.
- 15. The Guests of the Members shall park their vehicles outside the Club Premises.
- 16. Members vehicles which do not have the valid Car Parking sticker on their vehicle or have old sticker, shall not be allowed entry / Parking in the Club Parking facility.
- 17. Affiliated Members being Guests of the Club will not be allowed to park cars in the Club premises.

- 18. Guests staying in the Guest Rooms are permitted to park their vehicle in the Room Side Parking area only, Subject to receipt of Car Sticker against refundable deposit of Rs.100/-.
- 19. Parking will be provided for artists performing in the Club, subject to the discretion of the Secretary as the cars of such artists contain valuable equipment.
- 20. Distinguished Visitors may be permitted parking within the Club premises with due permission from the President/Vice President.
- 21. If a member requests the Secretary to permit him / her to keep his / her vehicle in the club premises for more than one night and provides a reasonable explanation, he / she may be allowed to do so by the Secretary without charging any fine. Members are permitted to park their vehicles over night without providing any explanation (Auth: CCM: 6.12.2016). (Auth: CCM dt 5.11.2016)
- 22. Issuance of car stickers to members

In case a member applied for a car sticker with the registration papers of the vehicle belonging to his/ her father, mother brother, sister, son or daughter, then such member should be issued a car sticker provided a letter was issued both by the car owner (stating the name of the person using the car) and by the member stating the details of the car being used by them.

In case of the corporate members, the car sticker should be issued to such member in case the company issues a letter along with the registration papers of the vehicle mentioning that the said vehicle with the registration mentioned is allotted to the corporate member for his / her use.

In case of Gymkhana Subscriber, their dept should issue a letter along with registration papers of the vehicle mentioning that such vehicle is allotted for the use of the Gymkhana subscriber.

(Auth: CCM 5.11.2016)

59. Members Listing

- (i) Members desiring to obtain the Stickers in respect of the Addresses of Members may submit their application to the Secretary. The Secretary shall forward the said application to the MRM Dept in case the Member wants stickers of the Members. In case the Member wants a CD of the addresses of the Members on a CD, the Secretary will forward the Application to the EDP Dept.
- (ii) The Stickers / CD rates for the addresses of Members is as under:
 - a) Mailing List All Members (on CD) Rs.2000/-; On Stickers Rs.3000/-
 - b) Mailing List All Members Rs.1000/- for Candidates contesting Management Committee Elections (CD/ Sticker)

60.<u>CODE OF CONDUCT</u> (Elected Members of Managing Committee/ Co-opted Members / Nominated Members holding any position of honour in the Management.)

- (i) The Elected Members of the Managing Committee / Co-opted Members / Nominated Members holding any position of Honour in the Management, shall maintain decorum and shall be courteous in their behavior at all Committee Meetings.
- (ii) The Elected Member / Co-opted Members / Nominated members holding a position of honour in the Management shall follow proper procedures while acting on the minutes passed by the Managing Committee.
- (iii) No Elected Member / Co-opted Member/ Nominated Member holding any position of honour in the Management will interfere in the working of any other department unless authorized to do so by the Managing Committee.
- (iv) Elected Members / Co-opted Members / Nominated Members holding a position of honour in the Management shall not by pass or over rule any decision taken by the respective Sub Committee unless desired so by the entire Managing Committee.
- (v) All Purchases or Procurement of Revenue or Capital Items needed by the Club shall go through the Procedures laid down in the Bye Laws.
- (vi) Elected Members / Nominated Members attending Ballot Meetings must be attired in formals (Jacket and tie).
- (vii) Elected Members / Co-opted Members/ Nominated Members holding any position of honour in the Management shall not discuss or give information about any confidential information of the decisions of the Managing Committee unless required to do so by a Unanimous vote of the Managing Committee.
- (viii) The Elected Members / Co-opted Members / Nominated Members holding any position of honour in the Management must attend minimum 50% of his / her Sub Committee Meetings.
- (ix)Any Emergency decisions to be taken by the Managing Committee in absence of the Elected Member, he / she may inform the Secretary his / her views in writing. These shall be noted and the decision of the Managing Committee will take cognizance of this when put up for a simple vote.
- (x) The Elected Member / Co-opted Members / Nominated Members holding any position of honour in the Management shall not interfere in any Administrative work nor shall instruct any employee directly unless for a specific reason affecting the interest of the Club.

61. Code of Conduct for Members

- (i) Members to maintain decorum in the Club.
- (ii) Members should not keep their feet on the Chair / table / sofa while sitting in the Club premises
- (iii) Wearing of shorts and rubber chappals by gentlemen members is not permitted in the lounge post 7 pm.
- (iv) Gentlemen members are not permitted to wear shorts and rubber chappals in ant other part of the Club house all through the day, except while passing through the lounge.
- (v) In case of any dispute, the matter should be brought to the attention of the Secretary.

- (vi) No rude or abusive language to be used by members. Shouting or striking a member or staff will be dealt severely and may amount to suspension.
- (vii) Bills to be paid in time.
- (viii) Personal servants not to be brought in as guests.
- (ix) Pets not permitted in the Club premises. Do not feed stray dogs.
- (x) Members are expected to be appropriately dressed in the Club.
- (xi) Members are to adhere to the Club timings as posted on the Notice Board.
- (xii) Members to follow the Club rules as intimated from time to time.
- (xiii) Members are responsible on all counts for the conduct of their guests.
- (xiv) Sports Shorts to be permitted on the cricket ground. (Auth; CCM: 5.11.2016)

62. Expenditure towards legal expenses.

All expenditures incurred towards legal expenses in cases where legal suits are filed against Committee members for decisions taken by the Managing Committee collectively, Secretary and the Deputy Secretary, with retrospect effect, in the current situation and in future, should be borne by the Club.

63. Bye Laws 63 (New)

The spouse of an existing dependent member, not yet eligible to become permanent or life member, also be treated as dependent and may use the club facilities, without payment of annual subscription and games fees.

64. Bye Laws 64 (New)

- 1. Annual games fees for children between 12 and 18 years of age of Permanent / Life members should be billed automatically (Auth: CCM dt 3.01.2017)
- 2. In case of those Life/Permanent members, whose children have attained the age of 21 years, and their parents have intimated the club that their children will not be using the club, they have the option of applying for membership for their children. However, when they opt to apply for life/permanent membership for their children, at a later date, they will have to pay the subscriptions and annual games fees as laid down in the bye laws, from the date the child attained 21 years of age till the date of submitting the application form. (Ref Ballot SC dt 22.2.2023, Auth: CCM dt 9.3.2023)

Appendix-A

Rules governing the occupation of Residential Rooms

- 1. The rooms may be occupied by eligible members and their guests only.
- 2. Only four persons will be permitted to occupy one room.
- 3. Rooms charges and reservations as per prevailing rate.
- 4. A safe is provided by the Club for convenience of Room Guests. The Management does not accept any liability for the loss of any valuables.
- 5. Any activity not considered socially or legally acceptable will invite strict action against the Room Resident and the Introducing Members.
- 6. The Club shall not be held responsible in any manner for any causality/death caused by any reason what so ever.
- 7. In case the Room is occupied for prolonged periods, the guest will have to settle his bills on a weekly basis.
- 8. Introducing Member of the foreign guest (other than Indians) shall be responsible legally and discipline wise for their behavior and other matters. The Club shall take disciplinary action against such member who has failed to take care of the above. For foreign guests, form "C" is required to be filled immediately on arrival. This is a statutory requirement of the government. This form is required to be submitted to the police commissioner's office within 24 hours of the check-in of the foreign guest by the Club.
- 9. Members or their guests below the age of 18 shall not be allotted rooms; minors shall not be allowed to occupy the room independently unless being a family member of the occupier.
- 10. Room Guests are allowed to park their vehicles in the room side parking area only subject to availing car parking sticker at the Reception as per rules.
- 11. Member can book only four rooms in his individual name.
- 12. Room charges are to be paid in advance to confirm reservation of room.
- 13. Rates of residential rooms and cancellation charges are as follows:
 - (i) Room tariff and cancellation charges. Revised rates w.e.f. 01 Dec 2009 are as under :-
 - (a) Deluxe room Rs. 2200/- + Luxury tax 10% = Rs.2420/-
 - (b) Regular room Rs. 1950/- + luxury tax 10% = Rs. 2145/-(applicable GST will be extra)
 - (ii) Extra bed Rs. 300/- + taxes as applicable for under 12 yrs children

- (iii) No cancellation charges will be levied for rooms till 4 days prior to check in date/date of occupation. Thereafter, 100% cancellation charges to be levied. (Ref Finance SC dt 27.4.2023, Auth: CCM dt 5.5.2023)
- (iv) Check in 12noon. Check out time 11 am.
- (v) In case of late check out upto 5.30 pm subject to availability half day additional charges will apply.
- 15. The residential rooms shall be occupied only by persons for whom they have been reserved. Id proof must be presented at check in time.
- 16. Any occupation however short will be computed as one day.
- 17. Occupants vacating the rooms which have not been booked for a specified period shall give at least 24 hours notice in writing of their intention to vacate the room or rooms, failing which they will be charged extra for one day.
- 18. If no notice of cancellation is given in writing, the full charge for the entire period of reservation is liable to be charged.
- 19. Life / permanent members, corporate members, lady subscribers and gymkhana subscribers will be responsible for all dues on account of their guests.
- 20. The cooking of food or lighting of a stove or use of any heating electrical appliances other than those provided by the Club and an electric shaver in the residential rooms is strictly prohibited.
- 21. Occupants of rooms are not entitled to the services of club employees for their personal work other than Room Services.
- 22. No occupant can make any alterations in the rooms, or bring furniture from outside into the rooms, without the prior approval of the secretary.
- 23. Occupants of rooms are prohibited from playing musical instruments or using wireless sets in their rooms.
- 24. Before a room is occupied, full information should be obtained from the front office manager, as regards the terms of occupation. a copy of the rules governing the occupation of residential rooms is available in each residential room as well as in the secretary's office.
- 25. If at any time it appears to the secretary that an occupant in the rooms, by reason of continued absence, has abandoned the room, the club reserves the right to take possession of the room and for this purpose to unlock or force open the door. the secretary shall be the sole judge to decide whether the circumstances justify action under this rule and his decision in this behalf shall be final and conclusive and shall not be challenged or called in question.
- 26. In the event of a breach of any of the above rules, the occupant is liable to be asked to vacate the rooms immediately and in the case of any extra person or persons found staying in a room in contravention of rule 2 above, such person or persons will be charged at the full rate and a fine of Rs.1000/- per extra person levied.
- 27. Room guest must ensure no disturbance to other guests staying in neighboring rooms.
- 28. Pets of any kind shall not be permitted in the Club's Guest room.