



— THE —
BAY CLUB

RULES AND REGULATIONS
OF THE BAY CLUB AT MAKER MAXITY

PART A: MEMBERSHIP

1.	Membership to the Club	1
2.	Membership Categories	1

PART B: INDIVIDUAL MEMBERSHIP

3.	Individual Members	3
----	--------------------	---

PART C: CORPORATE MEMBERSHIP

4.	Corporate Member	7
5.	Membership fee and other payments pertaining to corporate membership	8
6.	Obligation of corporate member in relation to their respective corporate nominees	9

PART D: EXPATRIATE MEMBERSHIP

7.	Expatriate Member	10
8.	Associate Member	12

PART E: GENERAL RULES AND REGULATIONS

9.	Membership Cards	12
10.	Credit facilities and Payments terms	13
11.	Guests	15
12.	Personal Attendants	16
13.	Code of Conduct	16
14.	Shared Privileges	17

15.	Obligations of Members	17
16.	Rights of IFCPL	18
17.	Reciprocal Arrangements with Affiliate Clubs	19
18.	Disciplinary Committee	20
19.	Suspension and Termination of Membership	21
20.	Force Majeure Event	24
21.	No liability of the Club, IFCPL, Operator and Club Staff	24
22.	Miscellaneous	25
	ANNEXURE A : DEFINITIONS AND INTERPRETATIONS	26

RULES AND REGULATIONS OF THE BAY CLUB AT MAKER MAXITY

PREAMBLE

The Bay Club (the “Club”) is owned and developed by The Indian Film Combine Private Limited (“IFCPL”), a company incorporated under the provisions of the Companies Act 1913, and an existing company under the provisions of the Companies Act, 2013 having its registered office address at Maker Tower F, 1st Floor, 85, Cuffe Parade, Mumbai 400 005, Maharashtra, India as a part of the Hospitality Complex.

These Rules, the House Rules, the Code of Conduct (together referred to as the “Club Charter Documents”) and the Membership Agreement form the governing documents in relation to admission of Members, Membership, and operation of the Club and the Privileges made available to the Members, and are binding on the Members, their Dependants, their Guests and Affiliate Members as specified in detail hereinafter.

The place of business for the Club shall be the Club Premises.

PART A : MEMBERSHIP

1. MEMBERSHIP TO THE CLUB

- 1.1 The Membership is by invitation only and acceptance of Members is at the sole discretion of IFCPL.
- 1.2 The Club shall have such number of Members (overall and within each category or type of Membership) as IFCPL, in its sole discretion, may decide from time to time.
- 1.3 An Applicant and/or a Corporate Nominee may be considered for Membership to the Club upon submitting the relevant forms as specified in these Rules. Grant of Membership shall be subject to, and in accordance with the Membership Agreement, and at the sole discretion of the Admissions Committee. The Admissions Committee may reject the membership application of any Applicant without assigning any reason whatsoever.
- 1.4 The rights granted in relation to a Membership are in the nature of a personal privilege, and other than specifically permitted under the Club Charter Documents, are not transferable or inheritable.

2. MEMBERSHIP CATEGORIES

- 2.1 The Club shall have the following categories of membership:

(a) Individual Memberships

Individual Memberships shall comprise of the following categories of Membership

- (i) Founder Membership; and
- (ii) General Membership

(b) Corporate Membership



(c) Expatriate Membership

(d) Others, as determined by IFCPL from time to time.

Details of each of these Membership categories are provided hereinafter.

2.2 Individual Membership

2.2.1 An individual Applicant fulfilling the general eligibility criteria set out in these Rules and upon being approved by the Admissions Committee may, subject to compliance with the Membership Agreement and such other terms and conditions as may be specified by IFCPL from time to time, be admitted under any one of the categories of Individual Membership at the sole discretion of the Admissions Committee.

(a) Founder Membership

Founder Memberships shall be offered, at the sole discretion of the Admissions Committee, to a select number of individuals who accept such Membership prior to the Club becoming operational or, by such other period as may be determined by IFCPL in its sole discretion.

(b) General Memberships

All Individual Memberships other than Founder Memberships are termed as General Memberships.

(c) Other Membership Categories, as IFCPL may introduce

2.2.2 IFCPL may, at its sole discretion, introduce and implement any other category or type of Membership and prescribe eligibility criteria and other terms and conditions for such Membership, including without limitation, for any Visitors and patrons of the Hospitality Complex.

2.3 Corporate Membership

2.3.1 A Corporate meeting the eligibility criteria set out in these Rules and upon being approved for Membership by the Admissions Committee shall be admitted as a Corporate Member of the Club. A Corporate Member shall be entitled to nominate Corporate Nominee(s) in accordance with the Membership Agreement.

2.4 Expatriate Membership

2.4.1 Foreign nationals who are temporarily residing in India under a valid and subsisting visa of appropriate category issued by the relevant authority in India (“**Expatriate**”) meeting the eligibility criteria set out in these Rules and upon being approved for Membership by the Admissions Committee, shall be admitted as an Expatriate Member of the Club.

2.5 IFCPL’s discretion in relation to Membership

2.5.1 IFCPL shall, at its sole discretion have the right to:

- a) Determine the number of Persons to be granted membership under the relevant categories of Membership;



- b) Provide Membership to an Applicant under such category of Membership as it determines appropriate;
- c) Amend or modify any terms and conditions (including but not limited to charges payable for use of Facilities or Privileges) in relation to any category of Membership;
- d) Alter or add any category of Membership; and
- e) Suspend or cancel category of Membership for grant of any new Membership.

2.5.2 The Membership Tenure for each category of Membership shall be as specified in the respective Membership Agreements.

PART B : INDIVIDUAL MEMBERSHIP

3. INDIVIDUAL MEMBERS

3.1 Eligibility criteria for Individual Members

In respect of an Individual Member:

- a) The Applicant shall be an individual who is at least twenty-one (21) years of age and competent to contract as per the provisions of the Indian Contract Act, 1872;
- b) The Applicant and the Dependants must not have been convicted of any criminal activity by any court or tribunal in any jurisdiction;
- c) The Applicant and the Dependants must not be facing any recovery proceedings, or be subject to any Bankruptcy Event in any jurisdiction;
- d) Any passport of such Applicant and the Dependants must not have been cancelled, revoked, or suspended; and
- e) The Applicant or any of the Dependants should not have been previously rejected by the Admissions Committee or have been removed from the Membership of the Club.

Each Dependant shall also be required to meet the eligibility criteria set out above (other than as specified in (a)).

3.2 Discretion of Admissions Committee

3.2.1 In addition to the eligibility criteria specified in Rule 3.1, or elsewhere in these Rules, the Admissions Committee shall be entitled, in its sole discretion, to take such factors or criteria into account as it may deem relevant to maintain the desired Membership profile and exclusivity of the Club. No Applicant, regardless of meeting all the eligibility criteria specified herein, shall have any right or entitlement to be admitted as a Member of the Club and the decision of the Admissions Committee in this regard shall be final. Admissions Committee shall not be required to record or communicate any reasons for rejection of any Applicant.

3.2.2 The Admissions Committee shall be entitled to carry out such checks and verifications in respect of all Applicants and the Dependants as it may consider necessary or relevant.



3.3 Acceptance and Grant of Individual Membership

- 3.3.1 Subject to meeting the above-mentioned eligibility criteria and submission of the Membership Application Form, the Admissions Committee will in its sole discretion make a decision with regard to acceptance or rejection of the membership application of the Applicant. The Admissions Committee's decision, discretion and authority in this regard will be final and binding.
- 3.3.2 Upon a decision by the Admissions Committee to grant the Membership, the same will be communicated to the Applicant in writing along with details of terms of acceptance and formalities that need to be completed by the Applicant.
- 3.3.3 Membership will be granted to the Applicant on completion of all the formalities stipulated by the Admissions Committee including execution of the Membership Agreement and receipt and credit of all fees and charges as are required to be paid in accordance with the Membership Agreement.

3.4 Dependants of Individual Members

- 3.4.1 Upon grant of the Individual Membership, Individual Member may nominate the following as his/her Dependants to avail the Privileges:
- a) One Spouse;
 - b) Upto a maximum of three (3) unmarried Children below the age of twenty-five (25) years; and/or
 - c) Unmarried Children above the age of twenty-five (25) years and below the age of thirty (30) years as Associate Members.
- 3.4.2 A Dependant Spouse shall cease to be a Dependent if she/he ceases to be the legal Spouse of the relevant Individual Member. The Individual Member shall notify IFCPL in the event his/her Dependant Spouse ceases to be the legal Spouse of such Individual Member. Upon such notice, IFCPL may consider the request to add another individual as the Dependant Spouse of such Member upon relevant documentation, as may be specified by IFCPL, being submitted to IFCPL.
- 3.4.3 A Dependant Child shall, upon completing twenty-five (25) years of age ("**Outgoing Dependant**"), or getting married, whichever is earlier, cease to enjoy the Privileges available to the Dependants. Provided, however, the Outgoing Dependant may continue as a Dependant if the Individual Member chooses to nominate such Outgoing Dependant as an Associate Member in accordance with these Rules.

3.4.4 No Claim by Exiting Member

Any Outgoing Dependent and/or Outgoing Spouse shall have no right or claim of any nature whatsoever against IFCPL and all Membership Cards associated with such Outgoing Dependant and/or Outgoing Spouse shall be deactivated by IFCPL and all Privileges available to them shall cease to exist. In the event an Outgoing Dependent is accepted as an Associate Member, such person shall thereafter be governed as an 'Associate Member' under and in accordance with the Membership Agreement.



3.5 Membership Fees and Other Payments Payable by Individual Members

As a pre-condition for grant of the Individual Membership by IFCPL, each Individual Member is required to make timely payments of the fees and charges, to IFCPL, as set out below.

a) One Time Fee

i. Membership Fees:

- A. The applicable Membership Fee shall be as determined by IFCPL from time to time and as specified in the Membership Agreement.
- B. Notwithstanding any suspension or early termination of the Membership or resignation by a Member, the Membership Fee shall not be refundable.

b) Recurring Fees and Charges

Upon commencement of the Membership, each Member shall be liable to pay to IFCPL, in a prompt and timely manner, the following recurring fees and charges:

i. Annual Subscription Fees:

- A. The applicable Annual Subscription Fee for each year shall be as determined by IFCPL from time to time.
- B. The Annual Subscription Fees are payable by each Individual Member for himself/herself and for each Associate Member connected with such Individual Member.
- C. Notwithstanding any suspension or early termination of the Individual Membership or resignation by an Individual Member, the Annual Subscription Fee shall not be refundable.

ii. Monthly Charges:

In addition to the Annual Subscription Fees, each Individual Member shall be liable to pay on a monthly basis to IFCPL for all paid-for goods and services consumed /availed by a Individual Member and/or his/her Associated Persons. The Monthly Charges shall be as stated in the Monthly Statement prepared by IFCPL as per Rule 10.3.

c) No Refund

Except as expressly provided in the relevant Membership Agreement, the Membership Fee, the Annual Subscription Fee, and any other payments, whether whole or in part, made by the Individual Member shall not be refundable in any event.

3.6 Nomination and Transfer of Membership on Death of an Individual Member

- a) Each Individual Member shall have the right to name up to three (3) individuals (referred to as “**Nominees**”) in the order of priority and their basic details in a nomination form prescribed by IFCPL (“**Nomination Form**”).



- b) Each Individual Member shall update the list of his/her Nominees at least once in a year by submitting a duly signed Nomination Form to the Club or by updating the same electronically on the Club portal, or as may be specified by IFCPL. The last updated list of Nominees shall be treated by IFCPL as valid for the purposes of this Rule.
- c) A Nominee must meet the following criteria:
 - i. a Nominee shall be a Dependant or an adult blood relative of the Individual Member, unless otherwise permitted by IFCPL.
 - ii. If the Nominee is a Child who is a Dependant, such Nominee must be more than fourteen (14) years of age.
- d) In the event of death of an Individual Member, the Membership of such Individual Member (and Dependents) shall be suspended immediately until the Transfer of the Membership to a Nominee is completed in accordance with the terms of the Membership Agreement.
- e) Upon a written request made by the first Nominee of the deceased Individual Member, IFCPL may Transfer at its sole discretion, the Membership of the deceased Individual Member for the remainder of the Membership Tenure, to such Nominee subject to (a) such Nominee being found eligible by the Admissions Committee to become a Member of the Club; and (b) payment of all outstanding Dues relating to the Membership of the deceased Member. In cases where the Nominee is less than twenty-one (21) years of age, the Transfer of Membership is subject to IFCPL being satisfied in its sole discretion that the Nominee has a legal guardian (“**Legal Guardian**”) with adequate financial capacity to make all payments, which are due or shall become due in accordance with the Membership Agreement and the Rules, until such Nominee turns twenty-one (21) years of age. It is clarified that the Legal Guardian shall not be entitled to any Privileges.
- f) If IFCPL, in its sole discretion, determines the first of the Nominees as being unsuitable to be a Member of the Club, the Nominee next on the list shall be entitled to apply for Transfer of the Membership of the deceased Member, and the conditions in Rule 3.6(e) above shall apply. If no Nominees on the list are found suitable to become a Member of the Club by the Admissions Committee, then the Membership of the deceased Individual Member shall stand terminated and the Membership Fee, Annual Subscription Fee or any other amount paid to the Club in relation to the deceased Individual Member’s Membership, shall stand forfeited and shall not be refunded to any person and /or Nominees.
- g) A Nominee shall make the request for Membership under these Rules within a period of six (6) months from the date of the death of a Member and shall comply with the same process as applicable for a General Membership (except for payment of the Membership Fee). Upon expiry of six (6) months from the death of the Individual Member, any right, benefit or claim of whatever nature in relation to the Transfer of Membership of the deceased Individual Member in favour of the Nominee shall cease to exist.
- h) All Individual Memberships, upon their Transfer to the Nominee(s), shall be categorised as a General Membership, and all payment obligations (except for payment of Membership Fee) in relation to a General Membership shall apply.
- i) In the event an Individual Member has not submitted a duly filled-in Nomination Form, provisions related to the Nominees and Transfer shall have no application to such Individual Members. In



such a case the Membership of the deceased Individual Member shall stand terminated and the Membership Fee, Annual Subscription Fee or any other amounts paid to IFCPL in relation to the deceased Individual Member's Membership, shall stand forfeited and shall not be refunded to any Person.

PART C: CORPORATE MEMBERSHIP

4. CORPORATE MEMBER

4.1 Eligibility criteria for a Corporate Member

- 4.1.1 Corporate having such financial credentials as may be specified by IFCPL from time to time.
- 4.1.2 The Applicant or any of its promoters or directors or partners must not have any ongoing recovery proceedings against them for any financial obligations by any creditor or be subject to any Bankruptcy Event in any jurisdiction.
- 4.1.3 The Applicant or any of its promoters or directors or partners must not have been convicted of any criminal activity by any court or tribunal in any jurisdiction.
- 4.1.4 The Applicant should not have been previously rejected by the Admissions Committee or removed from the Membership of the Club.

4.2 Discretion of IFCPL

- 4.2.1 In addition to the criteria specified in this Rule or elsewhere in these Rules, the Admissions Committee shall be entitled, at its sole discretion, to take such factors or criteria into account as it may deem relevant to maintain the desired Membership profile and exclusivity of the Club. No Applicant, regardless of meeting all the eligibility criteria specified herein, shall have any right or entitlement to be admitted as a Corporate Member/Corporate Nominee and the decision of the Admissions Committee in this regard shall be final. The Admissions Committee shall not be required to record or communicate any reasons for rejection of any Applicant or Corporate Nominee.
- 4.2.2 The Admissions Committee shall be entitled to carry out such checks and verifications in respect of the Applicant and/ or Corporate Nominee as it may consider necessary or relevant.

4.3 Corporate Nominee

- 4.3.1 Upon being granted approval for a Corporate Membership, such Corporate Member shall be entitled to nominate, by submitting duly filled in Corporate Nominee Application Form for such number of Corporate Nominee(s) as agreed in the Membership Agreement.
- 4.3.2 Subject to the acceptance of the nominees by the Admissions Committee, the Corporate Nominee(s) and their Dependants will be entitled to avail Privileges for the Membership Tenure of the Corporate Member.

4.3.3 Eligibility Criteria for Corporate Nominees

All eligibility criteria applicable for Individual Members shall apply to each applicant proposed as a Corporate Nominee. In the event that the Admissions Committee rejects a proposed Corporate Nominee, the Corporate Member shall be entitled to propose another individual to the Admissions Committee for its approval as a Corporate Nominee, who shall be evaluated in accordance with Rules 4.1 and 4.2 above.



4.3.4 Acceptance and Grant of Corporate Membership

- a) Subject to meeting the above-mentioned eligibility criteria and submission of the Membership Application Form, the Admissions Committee will, at its sole discretion, make a decision on the acceptance or rejection of the membership application of the Applicant. The Admissions Committee's decision, discretion and authority shall be final and binding.
- b) Upon the Admissions Committee making a decision to grant the Membership, its decision will be communicated to the Applicant in writing along with details of terms of acceptance and formalities that need to be completed by the Applicant.
- c) Membership will be granted to the Applicant on completing all formalities stipulated by the Admissions Committee including execution of the Membership Agreement and receipt and credit of all fees and charges as are required to be paid in accordance with the Membership Agreement.

4.3.5 Acceptance of Corporate Nominee

Subject to meeting the eligibility criteria specified in these Rules and submission of duly filled in Corporate Nominee Application Form(s), the Admissions Committee will, at its sole discretion, make a decision with regard to acceptance or rejection of the proposed Corporate Nominee(s). The Admissions Committee's decision, discretion and authority in this regard shall be final and binding.

4.3.6 Dependants of Corporate Nominees

- a) Upon acceptance of an individual as a Corporate Nominee, such nominee may include the following as their Dependants to avail the Privileges:
 - i. One Spouse; and/or
 - ii. Upto a maximum of three (3) unmarried Children below the age of twenty-five (25) years.
- b) A Corporate Nominee shall notify IFCPL in the event his/her Dependant Spouse ceases to be the legal Spouse of such Corporate Nominee ("**Outgoing Spouse**"). Upon such notice, IFCPL may consider the request to add another individual as the Dependant Spouse of such Corporate Nominee upon relevant documentation, as may be specified by IFCPL, being submitted to IFCPL.
- c) A Dependant Child shall, upon completing twenty-five (25) years of age or getting married, whichever is earlier, cease to enjoy the Privileges available to the Dependants.

5. MEMBERSHIP FEE AND OTHER PAYMENTS PERTAINING TO CORPORATE MEMBERSHIP

5.1 Upon acceptance of the Corporate Membership by the Admissions Committee, each Corporate Member is required to make and ensure timely payment of the fees and charges as set out below:

a) One Time Fees

- i) Membership Fee:
 - A. The applicable Membership Fee shall be as determined by IFCPL from time to time and as specified in the Membership Agreement.
 - B. The Membership Fee shall be payable by the Corporate Member.



- C. Notwithstanding any early termination of the Membership by a Corporate Member, the Membership Fee shall not be refundable.

b) Recurring Fees and Charges

Each Corporate Member shall be liable to ensure payment of the following fees and charges to IFCPL in accordance with these Rules and the Membership Agreement:

i. Annual Subscription Fees:

- A. The Annual Subscription Fees for each year shall be payable with respect to each Corporate Nominee.
- B. The Annual Subscription Fee as applicable to Corporate Nominees shall be as determined by IFCPL from time to time.
- C. Payment of Annual Subscription Fees shall be ensured by the Corporate Member either on its own or through the relevant Corporate Nominees.
- D. Notwithstanding any suspension of the Corporate Member or early termination of the Membership of the Corporate Member, the Annual Subscription Fee shall not be refundable.

ii. Monthly Charges

In addition to the Annual Subscription Fee, the Corporate Member shall ensure that its Corporate Nominees pay on a monthly basis to IFCPL for all paid-for goods and services consumed /availed by them and their Associated Persons. The Monthly Charges shall be as stated in the Monthly Statement prepared by IFCPL as per Rule 10.3.

c) No Refund

Except as expressly provided in the relevant Membership Agreement, the Membership Fee, the Annual Subscription Fee, and any other payments, whether whole or in part, made by the Corporate Member or the Corporate Nominee(s) (as the case may be) shall not be refundable in any event.

6. OBLIGATION OF CORPORATE MEMBER IN RELATION TO THEIR RESPECTIVE CORPORATE NOMINEES

- 6.1 In the event that any outstanding Dues payable by a Corporate Nominee are not paid within the specified time periods, the Corporate Member shall be fully responsible to pay such Dues to IFCPL on demand without any demur, dispute or protest.
- 6.2 The Corporate Member shall be fully liable for all actions and omissions of their respective Corporate Nominees and their Associated Persons.
- 6.3 Any breach including any non-payment by a Corporate Nominee(s) and/or their Associated Persons shall be deemed to be a breach by the relevant Corporate Member.



PART D : EXPATRIATE MEMBERSHIP

7. EXPATRIATE MEMBER

7.1 Eligibility Criteria of Expatriate Member

- 7.1.1 The Applicant shall hold a valid foreign passport and a subsisting visa of appropriate category issued by the relevant authorities in India permitting the Applicant to reside in India for a suitable duration;
- 7.1.2 The Applicant shall be an individual who is at least twenty one (21) years of age and competent to contract as per the provisions of Indian Contract Act, 1872;
- 7.1.3 The Applicant must not have been convicted of any criminal activity by any court or tribunal in any jurisdiction;
- 7.1.4 The Applicant must not have any ongoing recovery proceedings against him/her for any financial obligation by any creditor, or be subject to any Bankruptcy Event in any jurisdiction;
- 7.1.5 Any passport held by such Applicant shall not have been cancelled or suspended at any time; and
- 7.1.6 The Applicant should not have been previously rejected by the Admissions Committee or have been removed from the Membership of the Club.

7.2 Discretion of Admissions Committee

- 7.2.1 In addition to the criteria specified in Rules 7.1 or elsewhere in these Rules, the Admissions Committee shall be entitled, at its sole discretion, to take such factors or criteria into account as it may deem relevant to maintain the desired Membership profile and exclusivity of the Club. No Applicant, regardless of meeting all the eligibility criteria specified herein, shall have any right or entitlement to be admitted as a member of the Club and the decision of the Admissions Committee in this regard shall be final. The Admissions Committee shall not be required to record or communicate any reasons for rejection of any Applicant.
- 7.2.2 The Admissions Committee shall be entitled to carry out such checks and verifications in respect of all Applicants and Dependants of the Applicant as it may consider necessary or relevant.

7.3 Acceptance and Grant of Membership

- 7.3.1 Subject to meeting the above-mentioned eligibility criteria and submission of the Membership Application Form, the Admissions Committee will, at its sole discretion, make a decision with regard to the acceptance or rejection of the membership application of an Applicant. The Admissions Committee's decision, discretion and authority in this regard will be final and binding.
- 7.3.2 Upon the Admissions Committee making a decision to grant the Membership, this decision will be communicated to the Applicant in writing along with the details of the terms of acceptance and formalities that need to be completed by the Applicant.
- 7.3.3 Membership will be granted to the Applicant upon completion of all formalities stipulated by the Admissions Committee including execution of the Membership Agreement and receipt and credit of all fees and charges as are required to be paid in accordance with the Membership Agreement.



7.4 Dependants of Expatriate Members

7.4.1 Upon grant of the Expatriate Membership, an Expatriate Member may include the following as their Dependants to avail the Privileges:

- (a) One Spouse; and/or
- (b) Unmarried Children below the age of twenty-five (25) years; and
- (c) Unmarried Children above the age of twenty-five (25) years and below the age of thirty (30) years as Associate Members.

7.4.2 A Dependant Spouse shall cease to be a Dependant if she/he ceases to be the legal Spouse of the relevant Expatriate Member. The Expatriate Member shall notify IFCPL in the event his/her Dependant Spouse ceases to be the legal Spouse of such Member. Upon such notice, IFCPL may consider the request to add another individual as the Dependant Spouse of such Expatriate Member upon relevant documentation, as may be specified by IFCPL, being submitted to IFCPL.

7.4.3 A Dependant Child, upon completing twenty-five (25) years of age or getting married, whichever is earlier, shall cease to enjoy the Privileges available to the Dependants.

7.5 Membership Fees and other Payments Payable by Expatriate Members

7.5.1 As a pre-condition for grant of the Expatriate Membership by IFCPL, each Expatriate Member is required to make timely payments of the fees and charges as set out below

a) One Time Fees

i. Membership Fees:

- A. The applicable Membership Fee shall be as determined by IFCPL from time to time and as specified in the Membership Agreement.
- B. Notwithstanding any early termination of the Membership or resignation by a Member, the Membership Fee shall not be refundable.

ii. Annual Subscription Fees:

- A. The applicable Annual Subscription Fee shall be as determined by IFCPL from time to time.
- B. Notwithstanding any suspension or early termination of the Membership or resignation by a Member, the Annual Subscription Fee shall not be refundable.

b) Recurring Fees and Charges

Upon commencement of the Membership, each Member will be liable to pay to IFCPL, in a prompt and timely manner, the following recurring fees and charges:



i. Monthly Charges

In addition to the Annual Subscription Fees, each Expatriate Member shall be liable to pay on a monthly basis to IFCPL for all paid-for goods and services consumed /availed by a Member and/or their Associated Persons. The Monthly Charges shall be as stated in the Monthly Statement prepared by IFCPL as per Rule 10.3.

c) *No Refund*

Except as expressly provided in the relevant Membership Agreement, the Membership Fee, the Annual Subscription Fee, and any other payments, whether whole or in part, made by the Expatriate Member shall not be refundable in any event.

8. ASSOCIATE MEMBERS

- 8.1 An Individual Member and/or an Expatriate Member may make an application to IFCPL, for nominating either and unmarried Child who has attained the age of twenty-five (25) years (but has not attained the age of thirty (30) years), or an Outgoing Dependant as an Associate Member. IFCPL reserves the right to accept or reject such application at its sole discretion. Such person upon being nominated by the Individual Member and/or an Expatriate Member and being accepted by the Admissions Committee shall qualify as an “**Associate Member.**”
- 8.2 An Associate Member shall be a Dependant of the relevant Individual Member and/or an Expatriate Member and shall be able to utilise any Privileges of the Club in the capacity of a Dependant.
- 8.3 An Associate Member shall automatically cease to be an Associate Member immediately upon (i) attaining thirty (30) years of age or upon getting married, whichever is earlier; or (ii) relinquishment of such Associate Membership upon the acceptance of a request made by the relevant Individual Member/Expatriate Member requesting the same.
- 8.4 The Individual Member and/or the Expatriate Member whose Dependant has been accepted as an Associate Member by IFCPL shall be liable to pay the Annual Subscription Fee then applicable for an Individual Member / Expatriate Member for that Dependant (over and above the Annual Subscription Fee payable for the relevant Individual Member/Expatriate Member and regardless of the category of membership of the Individual Member/Expatriate Member) until such time as the Dependent continues to be an Associate Member in accordance with these Rules. Any Annual Subscription Fee paid in respect for an Associate Member who ceases to be an Associate Member pursuant to Rule 8.3 above shall not be entitled to any refund for any remaining months in the year for which the Annual Subscription Fee has been paid.
- 8.5 The Associate Member may at any time apply for Individual Membership and/or an Expatriate Membership (as the case may be) in accordance with these Rules. Such application will be considered by the Admissions Committee on priority basis and the criteria for such priority will be decided by the Admissions Committee in its sole discretion.

PART E: GENERAL RULES AND REGULATIONS

9. MEMBERSHIP CARDS

- 9.1 IFCPL shall issue Membership Cards or other Membership documents from time to time by which Members and their Dependents may be identified.



- 9.2 No Membership Cards will be issued to Children below fourteen (14) years of age.
- 9.3 A valid Membership Card shall be required to be presented by the Members and their Dependents for admission to the Club and for availing the Privileges. Membership Cards must be produced at any time upon request by Club Staff. Members and their respective Dependants who are unable to produce their Membership Cards may be refused entry into the Club.
- 9.4 Membership Cards are non-transferable and must not be misused in any manner.
- 9.5 Membership Cards are the property of IFCPL and shall be surrendered to IFCPL when a Person ceases to be a Member, or if its/ his/her Membership is suspended in accordance with the terms of these Rules and the Membership Agreement.
- 9.6 Upon suspension, termination, expiry, or relinquishment of Membership or, if an individual ceases to be a Dependant, all Privileges shall automatically stand revoked and cancelled without any prior notice, irrespective of whether the Membership Cards have been returned to the Club or not.
- 9.7 Whenever a Membership Card is lost or stolen, the concerned Member shall immediately inform the Club of such loss or theft.
- 9.8 Upon a request being made in writing to the Club, a Member or their Dependants shall be issued replacement Membership Cards upon payment of such fee as may be prescribed by IFCPL. The concerned Member shall complete all required formalities stipulated by IFCPL to enable IFCPL to issue replacement Membership Cards.
- 9.9 All Members and/or their Dependants must carry their Affiliate Membership Card and the Membership Card in order to be given admission, and to enjoy the specified facilities at any Affiliate Club. IFCPL will not intervene or make any provisions for any Member or Corporate Nominee who fails to comply with this requirement.

10. CREDIT FACILITIES AND PAYMENTS TERMS

10.1 Credit Signing Privilege

- 10.1.1 Each Member (and his/her Dependants to whom Membership Cards have been issued) shall be assigned an account number and may only sign on his/her designated account to avail any Privileges on credit (“**Credit Facility(ies)**”).
- 10.1.2 Credit Facility is a privilege, and not a right, that is extended by IFCPL to Members. IFCPL may, in its sole discretion, disallow, discontinue, or modify the terms of the Credit Facility to any Member.
- 10.1.3 IFCPL may at its sole discretion allocate a credit limit to each Membership account (“**Credit Limit**”) which will enable the Member to sign for all goods and services at the Club up to the value determined by their Credit Limit. Unless otherwise agreed between IFCPL and/or the Member, the Credit Limit for such Member (in case of an Individual Member) and each Corporate Nominee (in case of a Corporate Member) shall be INR 2 lakhs each. IFCPL shall have the sole discretion to reduce and/or cancel any Credit Limit provided to a Member/Corporate Nominee. A Member may request for an increase / decrease in their Credit Limit, which request may be considered by IFCPL in its sole discretion. If a Member/Corporate Nominee exceeds his/her Credit Limit, he/she will be required to prepay his/her current outstanding Dues to re-activate signing privileges, pending which credit signing privileges of the Member shall be suspended. In case a Member’s and / or Corporate Nominee’s pre-assigned Credit Limits has been cancelled, rescinded, or



withdrawn by IFCPL, such Member/Corporate Nominee will be required to maintain pre-paid balance in their Membership account to acquire signing privileges.

- 10.1.4 For Corporate Memberships, the Corporate Member shall be responsible for payment of all outstanding Dues on demand in the event that a Corporate Nominee fails to pay such amounts within the specified time period.
- 10.1.5 In the event that credit-signing privileges are not granted, or are withdrawn from a Member/Corporate Nominee, or such Member/Corporate Nominee has not maintained any pre-paid balance in their Membership account, then such Members may avail the goods and services by paying for them when availed/consumed.
- 10.1.6 Notwithstanding any credit limit assigned to a Member/Corporate Nominee by IFCPL and notwithstanding the Member/Corporate Nominee not having breached such limit, any amounts mentioned as due in the Monthly Statement to the Member shall be payable on or prior to the Due Date.
- 10.1.7 Children above the age of fourteen (14) years shall be granted credit-signing privileges subject to the Member requesting for the same to IFCPL in writing.

10.2 Use of paid-for Goods and Services

Each transaction for paid-for goods and services at the Club, unless otherwise specified by the Club, shall be debited to the Member's account.

10.3 Monthly Statement

- 10.3.1 The monthly account statement with respect to each Membership, for use of the paid Privileges shall be issued to the relevant Member by the 7th (seventh) day of the next calendar month ("**Monthly Statement**") and the same will be deemed to have been received by Members on the date of the electronic transmission. The Monthly Statement shall include the charges and fees payable for all paid-for goods and services consumed /availed by a Member and/or their Associated Persons. However, IFCPL reserves the right to make usage of any goods and services, Facilities and/ or Privileges on a chargeable basis or revise the rates in relation thereto, at its sole discretion during the Membership Tenure.
- 10.3.2 Members shall pay the amounts stated in the Monthly Statement within the time frame specified in the Monthly Statement to the bank account specified therein which shall be considered as the Due Date in this regard.
- 10.3.3 All statements, invoices and payments shall be denominated in Indian Rupees.
- 10.3.4 If any amounts mentioned in the Monthly Statement remains outstanding beyond the Due Date specified in the Monthly Statement, IFCPL may, at its sole discretion, levy a late payment interest at the rate prescribed in the Monthly Statement, on the amount outstanding from the Due Date until the date full payment is received by IFCPL. IFCPL reserves the right to vary the rate of interest for such late payments.
- 10.3.5 If any amounts (i) relating to the Membership Fee (including any agreed instalment payments thereof) remains unpaid and outstanding after the Due Date; or (ii) mentioned in the Monthly Statement remains unpaid and outstanding for more than thirty (30) days from the Due Date, then IFCPL may send a notice of suspension of the Privileges until full payment of the outstanding Dues mentioned in the notice.



- 10.3.6 IFCPL has the right, at its sole discretion, to terminate the Membership of a Member in the event of any outstanding Dues of a Member remaining unpaid for more than sixty (60) days from the Due Date.
- 10.3.7 For the avoidance of doubt, in the event the Dues of a Corporate Nominee remain unpaid for more than (a) thirty (30) days from the Due Date, IFCPL shall have the right to suspend the Membership of the relevant Corporate Member and all associated Corporate Nominees; and (b) sixty (60) days from the Due Date, IFCPL shall have the right to terminate the Membership of the relevant Corporate Member and all associated Corporate Nominees.
- 10.3.8 Upon termination of any Membership pursuant to Rule 10.3.6 or 10.3.7 above, IFCPL shall have the right to forfeit all and any amounts paid towards such Membership and no claim for any refund shall be entertained.

10.4 Taxes

Any tax (other than income tax), cess, surcharge, or levy (such as goods and services tax etc.) that becomes applicable on any payments that the Member is required to make to IFCPL shall at all times be borne solely by the Member.

11. GUESTS

- 11.1 Members and their Dependants (who are more than fourteen (14) years of age) (“**Inviting Dependants**”) will be permitted to invite such number of Guests to the Club as may be determined by IFCPL from time to time. Any Guests invited by the Inviting Dependants shall be deemed to be the Guest of the relevant Member.
- 11.2 Guests shall be permitted into the Club Premises only when accompanied by the Member or the Inviting Dependant(s) at all times. The Member shall be liable to bear all charges levied by the Club for usage of Club Privileges by the Guests as per applicable rates.
- 11.3 IFCPL shall be entitled, in its absolute discretion, to reject a request to allow some or all the Guests or regulate the usage or enjoyment of any Privileges by such Guests without having to assign any reason for the same. No Person who has been expelled from the Club or whose Membership has been terminated or suspended by IFCPL shall be permitted entry as a Guest into the Club. Members and their Dependants shall have priority over Guests for use of all Privileges of the Club.
- 11.4 A Member shall be solely responsible to ensure that his/her Guests are aware of the Club Charter Documents and comply with them at all times. The Member shall indemnify IFCPL, the Club and the Operator for all acts or omissions of the Guests within the Club Premises, including without limitation any loss or damage to property, personal injury, or death. In addition, the concerned Member shall extend full cooperation to IFCPL, the Club, the Operator, and the local law enforcement authorities in the event of any offence or unlawful activities committed by the Guests within the Club Premises.
- 11.5 IFCPL, the Club or the Operator shall not be liable in any manner whatsoever for any loss, liability, injury, or death suffered by any Guest on the Club Premises.
- 11.6 IFCPL shall have the right, in its absolute discretion, to withdraw the Privileges of the Club from any Guest without assigning any reason therefor.



12. PERSONAL ATTENDANTS

IFCPL may, at its discretion, permit Personal Attendant(s) to enter the Club Premises subject to the following:

- a) A Personal Attendant must be an individual more than twenty-one (21) years of age;
- b) A Personal Attendant must at all times carry an identity card (“**ID Card**”) issued by IFCPL for entry into the Club Premises. The ID Card will only be for identification of a Personal Attendant by the Club Staff and shall not entitle them to enjoy any Privileges. Not more than two (2) Personal Attendant(s) shall be permitted per Member/Corporate Nominee.
- c) For issuance of the ID Card, the Individual Member or the Corporate Nominee shall provide a police verification for such Personal Attendants and any other details as may be required by IFCPL.
- d) The ID Card is non-transferable and the property of IFCPL. It shall be returned upon any change of the Personal Attendant and/or the discontinuation of the Membership in any manner.
- e) IFCPL may restrict the entry of Personal Attendants for any reason whatsoever without any prior intimation to the Individual Member or the Corporate Nominee. Personal Attendants may, at the discretion of the Club, be restricted from entering the Club on any specified day(s), or any specified hours thereof, or any particular occasion or function, as may be notified, and the Member shall ensure compliance with the same.
- f) A Member shall be solely responsible to ensure that the Personal Attendants are aware of the Club Charter Documents and comply with them at all times. The Member shall indemnify IFCPL and the Operator for all acts or omissions of the Personal Attendants within the Club Premises, including without limitation any loss or damage to property, personal injury, or death. In addition, the concerned Member shall extend full cooperation to IFCPL and the local law enforcement authorities in the event of any offence or unlawful activities committed by the Personal Attendants within the Club Premises.
- g) Neither IFCPL nor the Operator shall be liable in any manner whatsoever for any loss, liability, injury, or death suffered by any Personal Attendant in or around the Club Premises.

13. CODE OF CONDUCT

- 13.1 The Code of Conduct shall be applicable and binding on all Members, Associated Persons, Affiliate Members and Affiliate Members’ Guests, and details the manner in which they are required to behave and conduct themselves within the Club Premises and any events or activities organised by the Club outside the Club Premises.
- 13.2 The Members shall be directly responsible to ensure that their Associated Persons are aware of, and comply with, the Code of Conduct and such Members shall be directly responsible for any non-adherence or breach thereof.
- 13.3 IFCPL may modify, amend, alter, add, and change a part or whole of the Code of Conduct from time to time, at its sole discretion.



14. SHARED PRIVILEGES

- 14.1 Every Member and their Associated Persons may use and enjoy the Privileges in common with other Members and their Associated Persons, Visitors and such other persons (not being a Member) who are duly authorised to visit the Club in accordance with the terms of the Club Charter Documents.
- 14.2 Notwithstanding the above, if at any time it appears to IFCPL that, any Facility(ies) of the Club including the whole or any part of the Club Premises is congested, requires repair or maintenance or is required for the use of the Club for any purpose that IFCPL may decide, IFCPL may, at its sole discretion, impose conditions on, restrict, suspend or otherwise limit the Privileges of any Member in respect of any one or more of such Facilities for such time as is determined by IFCPL. Any such restriction pursuant to the above shall not diminish any obligations of the Members in any manner.
- 14.3 The Membership does not confer upon the Member or any other Person, any ownership, interest, right, benefit or title to, or in any of, the property or assets of the Club and/or IFCPL. No Member or Associated Persons shall have the right to participate in the management of the Club or IFCPL in their capacity as a Member or Associated Persons.
- 14.4 Nothing in the Membership Agreement shall constitute or result in any relationship between the Members *inter-se*. Each Member shall only have a contractual relationship with IFCPL to the extent set out in the Membership Agreement.
- 14.5 Save and except for Persons whose names are entered as Members and Dependants, IFCPL shall not recognize any right, claim or privilege of any other Person claiming under or through any such Member or Dependants.

15. OBLIGATIONS OF MEMBERS

- 15.1 Each Member shall, at all times follow and be in compliance with the terms of the Membership Agreement and any other directions set by IFCPL in relation to their Membership, the Club Premises or any Privileges provided by the Club.
- 15.2 Each Member shall make punctual payments of all Dues to IFCPL.
- 15.3 Each Individual Member shall update the list of their Nominees at least once in a year in the manner provided in Rule 3.6(b).
- 15.4 A Member shall not conduct himself/herself within the Club Premises in any manner which is injurious or prejudicial to the interests of IFCPL, the Club, the Operator or unbecoming of a Member of the Club, or prejudicial to the safety and security of the Club, the Club Staff or any other Person.
- 15.5 A Member and/ or Associated Persons shall not act in a manner which is prejudicial in any respect to IFCPL or are disorderly, injurious, or repugnant to the interests and objectives of IFCPL, the Operator, the Club and/or its Members or the society in general.
- 15.6 A Member or Associated Persons shall not injure, mutilate, damage, destroy or take away from the Club upon any pretext whatsoever, any article or any asset, furniture, equipment, or other things belonging to the Club, or any other Member or Associated Person housed in the Club Premises.
- 15.7 A Member or Associated Persons shall not be in possession of any firearms, weapons, banned substance, illegal drugs etc. in the Club Premises or its surroundings.



- 15.8 A Member or Associated Persons shall not conduct or participate or assist with any illegal activity in relation to the Membership, the Operator and/or at the Club Premises.
- 15.9 Any Member or Associated Person shall not attempt to induce any Club Staff to leave his/her employment with the Club or IFCPL or Operator.
- 15.10 Any Member or Associated Person shall not give any bribe, or gratuity to any Club Staff in order for them to do, or to induce them (A) to do any actions which they are prohibited to do either under law or as per the terms of their engagement with IFCPL or the Club Charter Documents; or (B) to not do any actions which they are required to do under law or in accordance with their respective terms of engagement with IFCPL.
- 15.11 Each Member and Associated Persons acknowledges that the name or address, trademarks, photographs, trade dress, logo, or other identifying feature(s) of the Club (the “**Club Marks**”) are the valid, unique, and exclusive property of IFCPL. No Member or Associated Person shall use the Club Marks in any (including but not limited to): advertisement, marketing material, invitation, prospectus or for any other purpose save with the prior written approval of IFCPL.
- 15.12 A Member shall promptly notify IFCPL of any change in any information provided to IFCPL for, during or in relation to securing the Membership to the Club.
- 15.13 A Member shall promptly notify IFCPL regarding change in the marital status of Member, Dependants, or the Associate Members (as the case may be) and any other material information, which may have a bearing on their Membership, or on IFCPL in relation to the Club.
- 15.14 All obligations as mentioned above and in the Club Charter Documents which apply to a Member shall also be equally applicable to their Associated Persons. It shall be the obligation of a Member to ensure that their respective Associated Persons are always in compliance with the Club Charter Documents.

16. RIGHTS OF IFCPL

- 16.1 IFCPL reserves the right to modify, change or amend these Rules from time to time without any reference to the Members.
- 16.2 IFCPL reserves the right to sell, assign, transfer, mortgage and/or charge and/or create third party rights over the Club and/or the Club Premises or any part thereof. IFCPL shall have the absolute right to make additions, modifications, and reductions in all or any areas of the Club Premises and/or any of the Privileges, including the right to provide differential Privileges to different categories of Membership.
- 16.3 IFCPL reserves the right to alter, modify, and change the nature of and/or classification and/or quantum of the Membership Fees, Annual Subscription Fees and Monthly Charges and prices.
- 16.4 IFCPL reserves the right to alter and/or add any category of Membership.
- 16.5 IFCPL reserves the right to take photographs and/ or videos of activities conducted within the Club Premises or by IFCPL and, utilise such photographs and/ or videos for its promotional activities or advertisement on any forum or for internal purposes, at its sole discretion. Provided that, such rights shall be subject to obtaining consent from the concerned Member (acting on behalf of himself/ herself or the Associated Persons) and restrictions under Applicable Law.



16.6 IFCPL reserves the right to require any Member or Corporate Nominee to present supporting documents issued by a competent authority in India or in any other jurisdiction to validate any information provided.

16.7 Notwithstanding anything to the contrary in any of the Club Charter Documents, IFCPL has the right to allow any person or Visitors to enjoy the Privileges for such time and on such terms as it may deem fit.

16.8 Appointment of Third Party Operator

16.8.1 IFCPL shall have the right to appoint any third party as the Operator / manager of the Club in its sole discretion for the operation and management of the Club to the extent authorised.

16.8.2 IFCPL reserves the right and absolute discretion in retaining, terminating the services of, and replacing the Operator with any other service provider, without any notice to the Member.

17. RECIPROCAL ARRANGEMENTS WITH AFFILIATE CLUBS

17.1 IFCPL may enter into one or more reciprocal arrangements with other individual clubs, association or chain of clubs or any other such reciprocal partner (“**Affiliate Clubs**”) either within India or overseas, that IFCPL may deem fit.

17.2 Members’ entitlement to visit Affiliate Clubs

17.2.1 Reciprocal arrangements with Affiliate Clubs would *inter alia* entitle the Members to use the privileges, amenities and services offered by the Affiliate Clubs as per the terms of the reciprocal arrangement(s) and subject to the rules and regulations of the relevant Affiliate Clubs.

17.2.2 Any Members (and their respective Dependants) who visit any Affiliate Clubs shall strictly follow rules, regulations, byelaws, code of conduct or any other directive of an Affiliate Club which are stipulated by such Affiliate Club (“**Affiliate’s Charter Documents**”).

17.2.3 It is the sole obligation of the Member visiting any Affiliate Club to acquaint themselves with the terms and conditions in the Affiliate’s Charter Documents.

17.2.4 Violation of Affiliate’s Charter Documents shall be considered a breach of the Membership Agreement.

17.2.5 IFCPL may take any disciplinary action against any Member in accordance with the terms of Membership Agreement, should the Club receive any report of misconduct or violation or breach of the Affiliate’s Charter Documents by the Member or any Person allowed to visit the Affiliate Clubs in association with the Member. Such disciplinary action may result in either a suspension or termination of the Membership.

17.2.6 The Member will be solely responsible and liable for all consequences, expenses and liabilities that arise out of their misconduct or violation or breach of the Affiliate’s Charter Documents.

17.3 Affiliate Members right to visit the Club

17.3.1 Pursuant to any reciprocal arrangements being entered into by IFCPL with any Affiliate Clubs and subject to the terms thereof and the Club Charter Documents, IFCPL may provide Privileges (“**Affiliate Arrangements**”) to the members of the Affiliate Clubs (“**Affiliate Members**”).

17.3.2 Affiliate Members will be required to present a government issued photo identity card with his/her membership card issued by their respective Affiliate Club, to be permitted to enter the Club Premises and



enjoy the Privileges. IFCPL will have the right to deny an Affiliate Member entry to the Club Premises in case such documents are not presented at the time of entry.

- 17.3.3 Unless otherwise permitted by IFCPL, Affiliate Arrangements will not apply to a member of an Affiliate Club in case they are residing in Mumbai or within a radius of 200 kms of Mumbai. Unless otherwise specifically agreed with the relevant Affiliate Club, an Affiliate Member is permitted to use the Privileges at the Club for a maximum of thirty (30) days in a calendar year, not exceeding ten (10) continuous days.
- 17.3.4 The Affiliate Member will be entitled to have guests (“**Affiliate Members’ Guests**”) accompany them to the Club, subject to them being signed in and the applicable Affiliate Members’ Guests’ fee being paid. The Affiliate Members’ Guests’ fee shall be determined by IFCPL from time to time for any particular day or days of the week or any specified hours thereof or any particular occasion or function.
- 17.3.5 All Affiliate Members, and Affiliate Members’ Guests shall abide by the Club Charter Documents as prescribed by IFCPL from time to time.
- 17.3.6 Affiliate Members will not be provided with any credit facilities. All Dues/ expenses are to be paid upon presentation of bills. Prior to availing any paid Privileges, the Affiliate Members will need to identify his/her status as an Affiliate Member to a member of the Club Staff who is present or assisting him/her so that the appropriate payment process is followed.
- 17.3.7 The Affiliate Member shall be fully responsible for all expenses and liabilities incurred by him/ her or his/her Affiliate Members’ Guests in the Club. In case the Affiliate Member fails to pay such expenses or liabilities, IFCPL shall have the right to demand his/her relevant Affiliate Club to bear the same and reimburse the same to IFCPL.
- 17.3.8 In the event of there being any dispute or differences with regard to the interpretation of these Rules or exercise of privilege by persons on the basis of Affiliate Arrangement, the decision of IFCPL shall be final, conclusive and binding.
- 17.3.9 If any Affiliate Member is found guilty of committing any violation or breach of the Club Charter Documents, IFCPL shall be entitled to:
- a) Prevent such Affiliate Member from entering the Club Premises with immediate effect;
 - b) Suspend and/or terminate the Affiliate Arrangement with respect to such Affiliate Member;
 - c) Provide the Affiliate Club with details of such Affiliate Member’s acts of violation/breach of these Rules with a recommendation, if any, to take disciplinary action against such Affiliate Member;
 - d) Suspend and/or terminate the Affiliate Arrangement with the Affiliate Club; or
 - e) Take any action or recourse against such Affiliate Member or Affiliate Club as permitted under law.

18. DISCIPLINARY COMMITTEE

- 18.1 IFCPL and/or the Operator shall constitute a disciplinary committee composed of such individuals as may be determined as appropriate on an ad-hoc basis (“**Disciplinary Committee**”).
- 18.2 If the Club believes that there is a case for terminating the Membership of a Member for violation of the Membership Agreement but excluding for the reasons specified in Rule 19.3 of these Rules, IFCPL may refer



the matter to the Disciplinary Committee. The Member who is the subject matter of potential termination will be given an opportunity to present his/her version of the events/matter either in writing or orally to the Disciplinary Committee. Neither IFCPL nor the concerned Member shall be entitled to be represented through an advocate or legal practitioner before the Disciplinary Committee and proceedings of the Disciplinary Committee shall not be considered or treated as a judicial or quasi-judicial proceeding.

- 18.3 The Disciplinary Committee shall after due determination of the case based on its merits, make their recommendation to IFCPL.
- 18.4 Following a recommendation by the Disciplinary Committee, IFCPL may terminate the Membership of the concerned Member and the decision made by IFCPL after considering the recommendation of the Disciplinary Committee shall be final and conclusive and binding on the Member/Corporate Nominee. For avoidance of doubt, it is clarified that IFCPL shall have absolute discretion to act upon the recommendation of the Disciplinary Committee but shall not be bound to act upon such recommendation in each and every case or matter.

19. SUSPENSION AND TERMINATION OF MEMBERSHIP

19.1 Breach of the Club Charter Documents

Unless otherwise provided, upon a breach of any terms of the Membership Agreement by the Member, the Corporate Nominees, or their respective Associated Persons, IFCPL shall notify such breach to the relevant Member. In the event such a breach is capable of remedy and is not remedied to the satisfaction of IFCPL within seven (7) days of such notice from IFCPL, IFCPL may initiate appropriate action in accordance with these Rules.

19.2 Suspension or Termination of Membership

- 19.2.1 Subject to Rule 19.2.3, if IFCPL considers that a Member, Corporate Nominee(s) or their respective Associated Persons have been in breach of the Membership Agreement, then it may intimate the occurrence of such breach to the relevant Member and require the Member to provide an explanation within seven (7) days from the date of the notice, provided that IFCPL shall not be bound to seek an explanation from the Member in case of occurrence of any of the events specified in Rule 19.3. Following receipt of explanation from the Member, IFCPL may, in its sole discretion, take any of the following actions:
- a) If the explanation is found to be satisfactory or the breaches specified in the notice have been cured or remedied, IFCPL may, in its sole discretion, permit the Member, the relevant Corporate Nominee(s), and their respective Associated Persons to continue to enjoy the Privileges;
 - b) IFCPL may suspend the Membership of the Member for such period as it considers appropriate under the circumstances;
 - c) IFCPL may impose any other sanction (including imposition of fine, damages, restriction on access hours or restriction on availability for use in relation to certain Facilities of the Club, etc.) on the concerned Member, the relevant Corporate Nominee(s), and their respective Associated Persons as it considers appropriate under the circumstances; or
 - d) IFCPL may refer the matter to the Disciplinary Committee under Rule 18.2 for its recommendation on termination of Membership of the concerned Member.



- 19.2.2 If any Member fails to provide a written explanation within the period stipulated under Rule 19.2.1, IFCPL may, in its sole discretion, immediately suspend the Membership of such Member and take such further steps or actions as it may consider appropriate under the circumstances.
- 19.2.3 Notwithstanding anything contained in Rules 19.1 and 19.2.1, IFCPL shall be entitled to immediately suspend the Membership of a Member without providing any notice or opportunity of explanation if the circumstances so require including without limitation for ensuring safety and security of the Members and their Associated Persons, protection of Club Premises and the Club Staff, protection of reputation of IFCPL, Operator and/or the Club and any other circumstances that IFCPL may, in its sole discretion, consider necessary or appropriate.
- 19.2.4 Notwithstanding anything contained in Rules 19.2.1 and 19.2.2 above, in the event any Dues of a Member and/or the Corporate Nominee(s) remain unpaid for a period of more than thirty (30) days from the Due Date, IFCPL shall have the absolute right to suspend the Membership of such Member (and associated Corporate Nominees) immediately and without any prior notice or warning.
- 19.2.5 If IFCPL, in its sole discretion, is of the opinion that the causes leading to a suspension of Membership and the implication of the breach has ceased to exist and the same may not have a continuing impact, IFCPL may withdraw the suspension of the Membership and restore the Privileges.

19.3 Unilateral Right of Termination with IFCPL/Club

Without prejudice to Rules 19.1 and 19.2 above and notwithstanding anything to the contrary contained in the Membership Agreement, the Membership of a Member may be terminated at the sole discretion of IFCPL and without any reference to the Disciplinary Committee, *inter alia*, upon occurrence of any of the following events:

- a) Suspension of Membership has continued for a period of more than six (6) months;
- b) Any Dues of the Member remain unpaid for a period of sixty (60) days from the Due Date;
- c) Death of the Member;
- d) The Member and/or the Dependants cease to meet any eligibility criteria for the respective category of Membership;
- e) The Member and/or the Dependants flee India or any other jurisdiction to escape criminal proceedings in such jurisdiction;
- f) In case of a Corporate Member being a partnership firm, is dissolved, or there is a Bankruptcy Event in relation to any partner thereof;
- g) If IFCPL or the Club is unable to, or is prevented by any Force Majeure Event or effect thereof, operate or continue with the operation of the Club, and/or provide the Privileges in accordance with the terms of the Membership Agreement;
- h) A Bankruptcy Event has occurred in relation to a Member;
- i) A Member and/or the Associated Persons commit any offence or undertake any unlawful activity on the Club Premises; or



- j) Any Member or their respective Member Group posts/disseminates any information, or acts in a manner which is, in IFCPL's view, prejudicial to the interest and/or image of the Club and/or IFCPL.

Before terminating the Membership of a Member under this Rule 19.3, except for the reasons listed in Rule 19.3 (a) to (c), IFCPL shall provide a notice of seven (7) days to the concerned Member intimating him/her of the events/grounds that would result in termination of his/her Membership upon expiry of seven (7) days from the date of the notice.

19.4 Voluntary Surrender of Membership by a Member

A Member may surrender his/her Membership by giving not less than thirty (30) days' advance written notice to IFCPL. Such Person shall cease to be a Member upon payment of all Dues payable up to the proposed date of surrender and the return of all Membership Cards and ID Cards associated with such Membership. The Member who has surrendered his/her Membership shall not be entitled to any refund of any monies paid to IFCPL.

19.5 Consequences of Suspension or Termination of Membership

19.5.1 Suspension

- a) The suspended Member shall ensure deposit of all Membership Cards and ID Cards issued pursuant to such Membership. Without prejudice to the aforesaid, IFCPL shall have the absolute right to immediately deactivate all Membership Cards and ID Cards issued to or associated with a suspended Member and their Associated Persons.
- b) A suspended Member and their respective Associated Persons shall be prohibited from availing the Privileges but shall remain liable to make all regular payments in accordance with the terms of the Membership Agreement.

19.5.2 Termination of Memberships

- a) The terminated Member shall deposit all Membership Cards and ID Cards issued pursuant to such Membership including to all Dependents.
- b) Upon such cessation and termination of Membership, the right of such exiting Member, Corporate Nominee, and their respective Associated Persons (as applicable) to avail any Privileges shall cease immediately without any notice.
- c) Notwithstanding the termination of the Membership of a Member as above, the Member shall remain liable to IFCPL to pay all Dues, damages or debts incurred up to the date of termination or surrender of Membership and shall forthwith make such payments to IFCPL.
- d) Upon termination of any Membership, all payments made to IFCPL in relation to the Membership shall stand forfeited and such Member shall not be entitled to any refund of the same.
- e) Notwithstanding anything to the contrary, IFCPL reserves the right to re-admit to Membership, on such terms as it sees fit in its sole discretion, a Person who has ceased to be a Member for any reason whatsoever.



20. FORCE MAJEURE EVENT

- 20.1 If due to a Force Majeure Event, IFCPL or the Operator is unable to provide the usual Privileges, then, the Privileges provided by IFCPL in relation to whole or part of the Club shall automatically and without requiring any further action or notice be limited to such Privileges, the provision of which has not been adversely affected by the Force Majeure Event. In such a situation the Members or the Dependants will not be entitled for any refund, compensation, or damages for the same.
- 20.2 Neither IFCPL nor the Operator shall be liable to the Member or any other Person for any breach of promise or contract, deficiency in the service, or any other type of claim or liability as a result of one or more Force Majeure Events or any effects of such Force Majeure Events, rendering operation of all or part of the Club or any Facility therein becomes uneconomical, onerous, impractical, impossible, unsafe, or illegal.

21. NO LIABILITY OF THE CLUB, IFCPL, OPERATOR AND CLUB STAFF

- 21.1 IFCPL/Operator shall not be responsible to check the correctness, accuracy and completeness of the information provided by an Applicant and/or a Member at the time of making an application for the Membership of the Club. Grant of Membership by IFCPL shall not be construed or deemed to be a confirmation of such information by IFCPL.
- 21.2 None of the Club, IFCPL, Operator, or each of their directors, shareholders, employees or agents, Operator, Club Staff, or any manager shall be liable in any manner whatsoever or howsoever, to the fullest extent permissible by law, whether by way of a Force Majeure Event, contract, tort or statutory duty, equity, common law, estoppel, negligence, strict liability or otherwise to any of the Members, their Associated Persons, Affiliate Members, Affiliate Member's Guests, Visitors or any other Person ("**Disclaimed Parties**") for any personal injury, claims, actions, demands, judgments, fines, fees, liabilities, damage, loss, costs (including legal costs), expense or inconvenience of whatever nature caused to, or suffered or incurred by, the Disclaimed Parties, or any goods or other property brought by the Disclaimed Parties upon the Club Premises, however caused to the Disclaimed Parties whether or not whilst on or within the Club Premises or in any way connected with the use of the Club. All Disclaimed Parties shall enter the Club Premises and avail the Privileges in accordance with the Membership Agreement solely at their own risk.
- 21.3 In case of any injury, loss, or damage sustained by any Member or their Associated Persons, Affiliate Members, Affiliate Member's Guests, Visitors or any Person claiming through the Member arising out of, or connected with, the use or misuse of Privileges, IFCPL or the Operator or each of their directors, shareholders, employees or agents, Operator, Club Staff or any manager shall not be liable for any direct, indirect, punitive, incidental, special consequential damages or claims to property or life or otherwise whatsoever. Members, their Associated Persons, Affiliate Members, Affiliate Member's Guests, and Visitors are advised to take caution in the use of the Privileges.
- 21.4 In case of any property entrusted by a Member or any Associated Persons to any Club Staff, for safe custody or for any other purpose, or left on the Club Premises (including any lockers provided to any Member or Associated Persons or Affiliate Members, Affiliate Member's Guests), shall be entirely at the Member's and of the Associated Person's or Affiliate Member's, Affiliate Member's Guests (as appropriate) own risk, and neither the Operator nor IFCPL nor any employees of the Operator or IFCPL shall be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.



22. MISCELLANEOUS

22.1 Confidentiality/Non-Disclosure

No Member, shall, and ensure that no Associated Persons shall, disclose or publish in writing any matter concerning the conduct and affairs of the Club / IFCPL/ Operator in any public media or publicly criticize in writing the conduct or affairs of the Club, including any matter relating to [any disputes between the Member and the Club/IFCPL] or in the case of Individual Members advertising for the sale and Transfer of his/her Membership.

22.2. Waiver

No failure by any Member or their Associated Persons to comply with the Membership Agreement shall be deemed to have been waived, excused, or accepted by IFCPL or the Operator unless the same is expressly waived, excused, or accepted by IFCPL or Operator in writing. Any waiver shall be effective only in the instances and for the purpose for which it is given.

22.3. Amendments of the Club Charter Documents

22.3.1 IFCPL shall have the unqualified right to make additional rules and restrictions in relation to the Memberships (and all matters in relation thereto), for the use of the Privileges and entry to the Club Premises as it may deem necessary.

22.3.2 The Club Charter Documents may be varied, altered, modified, revised, revoked, replaced, added, or amended only by IFCPL. Due notification of such variations, alterations, modifications, revisions, revocations, replacements, additions, or amendment to relevant Club Charter Documents is deemed to have been provided to the Members if the same is posted in the Club Premises and/or circulated to its Members in any manner electronic or otherwise, or if uploaded on the Club's official website.

**ANNEXURE A: DEFINITIONS AND INTERPRETATIONS****1. Definitions**

In the interpretation of these Rules and the House Rules the following terms shall, unless the context otherwise requires, have the following meanings:

- a) **“Adopted Child”** means a child who has been adopted in accordance with Applicable Laws in India;
- b) **“Admissions Committee”** shall mean the committee constituted by IFCPL for taking all decisions in relation to the grant of a Membership;
- c) **“Affiliate Arrangements”** has the meaning ascribed to it under Rule 17.3.1 herein;
- d) **“Affiliate Club(s)”** has the meaning ascribed to it under Rule 17.1 herein;
- e) **“Affiliate Member”** shall have the meaning ascribed to it under Rule 17.3.1 herein;
- f) **“Affiliate Members’ Guests”** shall have the meaning ascribed to it under Rule 17.3.5;
- g) **“Affiliate Membership Card”** means the non-transferrable card issued by IFCPL to the Member and/or the Dependants for visiting the Affiliate Clubs;
- h) **“Affiliate’s Charter Documents”** has the meaning ascribed to it under Rule 17.2.2 herein;
- i) **“Annual Subscription Fees”** mean the non-refundable lumpsum annual fee determined by IFCPL for each category of Membership, and payable by the Member to IFCPL on or prior to: (a) the commencement of Membership Tenure, for the first year of Membership, and thereafter (b) April 1 of each year. Provided that Annual Subscription Fees shall be pro-rated for the first and the last year of Membership if the relevant Membership commences on any date other than April 1. For avoidance of doubt, the Annual Subscription Fee applicable to an Individual Member and/or Expatriate shall also be applicable for an Associate Member;
- j) **“Applicable Law”** means any applicable statute, law, rule, regulation, ordinance, judgment, order, decree, rule of law, clearance, terms of any approval, directive, guideline, policy, requirement, or other restriction imposed by any national, state, provincial, local or similar government, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court, whether in effect on the date of the Membership Agreement or thereafter and in each case as amended from time to time;
- k) **“Applicant”** means any Person applying for the Membership in accordance with these Rules;
- l) **“Associated Persons”** shall, in relation to a Member mean, their Dependants, their Guests, and Personal Attendants;
- m) **“Associate Member”** shall have the meaning given to such term in Rule 8.1;
- n) **“Bankruptcy Event”** means any of the following in relation to the Member:



- i. the Member entering into or resolving to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them in any relevant jurisdiction;
 - ii. the Member being unable to, or admitting its inability, to pay its debts when they are due;
 - iii. the Member being declared bankrupt under any statutory provision of any jurisdiction;
 - iv. a moratorium being declared in respect of any financial indebtedness of the Member;
 - v. an application being filed, or any other action being taken against the Member under the Insolvency and Bankruptcy Code, 2016 and the rules and regulations thereunder;
 - vi. any corporate action (excluding any third-party corporate action) or any other voluntary legal proceedings or other procedure or step being taken, in each case in relation to the suspension of payments, winding-up, dissolution, administration or provisional supervision or reorganisation of the Person;
 - vii. the Member commencing a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar Applicable Law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary proceeding under any such Applicable Law, or consenting to the appointment or taking possession by a receiver, liquidator, assignee (or similar official) for the whole or a substantial part of its property or takes any action towards its liquidation or dissolution;
 - viii. an order being made, or an effective resolution passed, or analogous proceedings being taken or filed for the winding up, bankruptcy or dissolution of the Member;
 - ix. any encumbrancer lawfully taking possession, or a liquidator, provisional liquidator, judicial custodian, receiver, receiver and manager, administrative receiver, trustee or any analogous officer being appointed in respect of the Member or any of the assets or property of the Member, or an attachment, sequestration, distress or execution (or analogous process) being levied or enforced upon or issued against any of the assets or property of the Member; or
 - x. any other event occurs which would, under any Applicable Law, have a substantially similar effect to any of the events listed above.
- o) “**Child/Children**” means an individual who has not yet attained twenty-one (21) years of age and includes an Adopted Child or a Stepchild;
 - p) “**Club Premises**” means the premises designated as the “Club” situated at Maker Maxity, Bandra Kurla Complex, Mumbai or such other premises as may be owned, leased, or acquired by IFCPL at its own discretion for the purposes of the Club;
 - q) “**Club Staff**” means the workforce (whether permanent or temporary) of IFCPL, the Club and or the Operator, including the manager and the staff appointed from time to time to manage, operate, and maintain the Club and its Facilities as well as independent contractors hired by IFCPL from time to time for the aforesaid purpose;
 - r) “**Club**” has the meaning given to it in the Preamble;



- s) “**Club Charter Documents**” shall have the meaning ascribed to it in the Preamble to these Rules;
- t) “**Club Marks**” shall have the meaning ascribed to it under Rule 15.11 herein;
- u) “**Code of Conduct**” means the general rules of conduct in the Club and Club Premises which are designated as such by IFCPL;
- v) “**Corporate**” means a body corporate having a place of business in India which has been admitted as a Member of the Club or diplomatic / consular entity representing the interest of a sovereign country in India;
- w) “**Corporate Member**” means a Corporate who has been granted a Corporate Membership;
- x) “**Corporate Membership**” shall mean the membership granted to any Corporate and through it to a Corporate Nominee in terms of the applicable Membership Agreement;
- y) “**Corporate Nominee(s)**” mean the individuals nominated by the Corporate Member who are part of the senior management of the Corporate Member and who have been approved by the Admissions Committee to enjoy the Privileges;
- z) “**Corporate Nominee Application Form**” means the application form prescribed by IFCPL for nomination by the Corporate Member for approval by the Admissions Committee as Corporate Nominee(s);
- aa) “**Credit Facility(ies)**” shall have the meaning ascribed to it under Rule 10.1.1 herein;
- bb) “**Credit Limit**” shall have the meaning ascribed to it under Rule 10.1.3 herein;
- cc) “**Dependant(s)**” mean the Spouse and/or unmarried Children below the age of twenty-five (25) years of an Applicant or a Member and/or Associate Members, if any, as the case maybe;
- dd) “**Disciplinary Committee**” shall have the meaning given to such term under Rule 18.1 herein;
- ee) “**Disclaimed Parties**” shall have the meaning ascribed to it under Rule 21.2 herein;
- ff) “**Due Date**” shall, in relation to any Dues to be paid by the Member and/or Corporate Nominee, mean the applicable due date for payment thereof identified in the Membership Agreement (including the Club Charter Documents) and/or notified by IFCPL in relation thereto;
- gg) “**Dues**” mean any amount including the Membership Fees (including any instalment thereof as per the relevant Membership Agreement), Annual Subscription Fees, Monthly Charges, and any other amounts payable to the Club by the Members for all paid Privileges that are availed by a Member and/or their Associated Persons;
- hh) “**Expatriate Member**” mean an Expatriate who has been granted the Expatriate Membership under the terms of the Membership Agreement;
- ii) “**Expatriate Membership**” shall mean a category of Membership offered by IFCPL to an Expatriate Member subject to the terms of the Club Charter Documents;



- jj) **“Facilities”** mean the facilities including but not limited to the restaurants, bar, multipurpose rooms, swimming pool(s), gymnasium, library, and sports facilities such as table tennis, squash court, tennis court(s), multipurpose court etc., subject to addition, modification, or alteration by IFCPL from time to time;
- kk) **“Force Majeure Event”** shall mean any event beyond the control of IFCPL including without limitation, change in Applicable Law; nearhquake; fire; heavy rains; flood; storm; cyclone; war; explosion; terrorist attack; sabotage; riots; civil disturbance/commotion; strike; bandhs; labour unrest; extreme weather conditions; an epidemic or pandemic; any other natural calamity; demonetisation; electricity outages; reduction or outage in water supply; delay, denial or cancellation of any approval required by IFCPL or change in statutory laws, policies or guidelines; order of a court, tribunal, or other judicial or quasi-judicial body or any other statutory authority, in relation to the Club and/or providing any Privileges; etc.;
- ll) **“Founder Member”** shall mean such individual who has been designated as a Founder and Member by IFCPL under the terms of his/her Membership Agreement;
- mm) **“Founder Membership”** shall mean the Individual Membership granted to a Founder Member in terms of the Membership Agreement;
- nn) **“General Member”** mean such individuals who have been granted the General Membership under the terms of the Membership Agreement;
- oo) **“General Membership”** shall mean a category of Individual Membership offered by IFCPL to a General Member subject to the terms of the Club Charter Documents;
- pp) **“Guest(s)”** means any individual, not being a Member and/or Dependents, who is signed-in as a guest by a Member or their Dependants for temporary usage of the Privileges, subject to such terms, conditions or restrictions as may be decided by IFCPL from time to time;
- qq) **“Hospitality Complex”** shall mean that portion of Maker Maxity mixed use development at Bandra-Kurla Complex, Mumbai, India, which includes the Club, the luxury hotels, the serviced apartments, and hotel shopping thereupon;
- rr) **“House Rules”** means the rules prescribed from time to time by IFCPL relating to inter alia the regulation of the day-to-day operations of the Club and the conduct of the Members and Associated Persons;
- ss) **“ID Card”** has the meaning ascribed to it in Rule 11(b) herein;
- tt) **“IFCPL”** has the meaning ascribed to it in the Preamble to these Rules;
- uu) **“Inviting Dependants”** shall have the meaning ascribed to it under Rule 11.1 herein;
- vv) **“Legal Guardian”** shall have the meaning ascribed to it under Rule 3.6(e) herein;
- ww) **“Member”** means the Person holding a valid and subsisting Membership and includes the Individual Member, Corporate Member and associated Corporate Nominees from time to time, Expatriate Member and any other category of memberships introduced by the Club from time to time;



- xx) **“Membership Agreement”** means the agreement executed between IFCPL and the Applicant consequent to which the Applicant is admitted as a Member of the Club and which shall incorporate by reference the Membership Application Form (and all other undertakings provided by the Member), the Club Charter Documents and which shall collectively be binding on the Members and their Associated Persons. The reference to Membership Agreement shall, in relation to each Member, mean the respective Membership Agreement entered into by such Member;
- yy) **“Membership Application Form”** means the form(s) prescribed by IFCPL to be submitted by a Member at the time of making an application for Membership to IFCPL. For avoidance of doubt, the Membership Application Form for Corporate Membership shall include the Corporate Nominee Application Form;
- zz) **“Membership Card”** means the non-transferrable card issued by IFCPL to the Member and/or Dependants for utilisation of the Privileges and includes the ‘Affiliate Membership Card’ or any other cards which may be issued to the Member for being able to visit the Affiliate Clubs only;
- aaa) **“Membership Fee”** shall mean the one-time non-refundable interest free deposit payable by a Member in accordance with the Membership Agreement, to secure the Membership of the Club;
- bbb) **“Membership Tenure”** shall mean with respect to each Member, the term of the relevant Membership as is agreed in the relevant Membership Agreement;
- ccc) **“Membership”** means the non-transferable Privileges made available to a Member in accordance with the terms and conditions of the Membership Agreement;
- ddd) **“Monthly Charges”** means the charges and fees payable by each Member in relation to any paid-for goods and services consumed /availed by a Member and/or their Associated Persons (including any charges levied by the Club) which shall for a month be specified in the Monthly Statement issued to the Member;
- eee) **“Monthly Statement”** shall have the meaning given to such term in Rule 10.3.1 herein;
- fff) **“Nomination Form”** has the meaning given to such term in Rule 3.6(a) herein;
- ggg) **“Nominee(s)”** shall have the meaning given to such term in Rule 3.6(a) herein;
- hhh) **“Outgoing Spouse”** has the meaning given to such term in Rule 4.3.6(b) herein;
- iii) **“Operator”** means any management company or another third party including any consultant who may be appointed by IFCPL for the purpose of management and operation of the Club;
- jjj) **“Person”** means any individual, limited liability company, corporation, body corporate, limited liability partnership, Hindu undivided family, government (central, state or otherwise), or any agency, department, authority, or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal heirs;
- kkk) **“Personal Attendant”** means an individual Person being more than twenty-one (21) years of age and duly authorised by a Member to accompany his/her minor Dependant or differently abled Members in the Club Premises, in compliance with, and subject to, these Rules and Code of Conduct;



- lll) **“Privileges”** shall mean the enjoyment of the Facilities and amenities and services offered by IFCPL for use and enjoyment by its Members and/or Dependants, subject to the terms of the Membership Agreement. The term Privileges does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility, amenity or assets of the Club or any part thereof;
- mmm) **“Rules”** means these rules and regulations, as amended from time to time by IFCPL in its sole discretion;
- nnn) **“Spouse”** shall mean the lawful husband or wife, of a Member of the Club or a Corporate Nominee;
- ooo) **“Stepchild”** means a child of less than twenty-one (21) years of age and borne out of the previous marriage of the Member’s Spouse;
- ppp) **“Transfer”** means the acceptance by IFCPL of a Nominee as a General Member in place of a deceased Individual Member, carried out in accordance with these Rules, “Transferred” shall be construed accordingly;
- qqq) **“Visitor”** means any individual who is not a Member, Dependant or Guest and who is authorized to enter and/or use the Privileges at the discretion of IFCPL.

2. Interpretation:

- a) Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- b) The headings to Club Charter Documents are for ease of reference only and have no bearing on the corresponding substantive provisions.
- c) Any doubt or difference which may arise as to the meaning or interpretation of the Membership Agreement, or the Club Charter Documents, or as to the powers of IFCPL, the Operator, etc. shall be clarified or determined by IFCPL, whose decision shall be final and binding upon all the Members and all Persons claiming by, from, or under them.