

(Form No. 14)

Certificate of Registration

*I hereby certify that "The Karnataka Golf Association"
C/o. India Garage, 18, St. Mark's Road, Bangalore - 560 001
is this day registered under the Mysore Societies Registration
Act 1960 (Mysore Act No. 17 of 1960).*

Fee Paid Rs. Fifty Only.

*Given under my hand at Bangalore the 3rd day of September
One thousand Nine Hundred and Seventy Three.*

Sd/-

For Registrar of Societies, in Mysore

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**Karnataka Golf Association, Bangalore
Memorandum and Rules of Association**

1. **NAME:**

The name of the Society shall be **KARNATAKA GOLF ASSOCIATION.**

2. **LOCATION:**

Registered Office shall be at:
No.1, Golf Avenue,
Kodihalli,
Bangalore - 560 008.

3. **JURISDICTION:**

The area and jurisdiction of the Association shall be the State of Karnataka.

4 **OBJECTIVES:**

4.1 To achieve the health and physical fitness of the people through promotion of sports particularly the game of golf.

4.2 To promote the game of golf in all aspects.

4.3 To inculcate the true spirit of sports and to promote a spirit of fraternity and camaraderie among the members.

4.4 To do all that is necessary and incidental for attaining the above objectives.

4.5 To establish, support and sustain facilities for playing, coaching and training in golf, and to enhance the skill and proficiency in that game.

4.6 To raise funds for the betterment of the Club and fulfilment of the objectives of the Association.

4.7 To purchase, lease, hire or otherwise acquire any movable and or immovable property, rights or privileges necessary or convenient for the purpose of carrying out the objectives of the Association.

4.8 To sell, mortgage, exchange, dispose or otherwise deal with all or any part of the property or funds in the interest and for the benefit of the Association.

5 **MANAGEMENT:**

The Management of the Association shall be by a Managing Committee comprising of :-

- 5.1 The President, The Captain, The Honorary Secretary, The Honorary Treasurer and Six Member all of whom shall be elected by the General Body.
- 5.2 The outgoing President shall continue to be a member of the Committee in the ensuing term.
- 5.3 In addition the Committee shall comprise of Eight Nominees of the Government of Karnataka.

6. **RIGHT OF ADMISSION:**

- 6.1 The right of admission shall be reserved with the Committee.
- 6.2 All persons entering the Club's premises or using the Club's facilities shall fully and effectively indemnify the Club against cost, claim, loss, liability or expense the Club may incur as a direct or indirect result of that person causing injury or loss of life to any other person and/or loss or damage to any other person's property.
- 6.3 All persons entering the Club's premises or using the Clubs facilities shall do so entirely at their own risk and such persons shall be responsible for their own safety and for the care of their belongings. The Club, its Committee Members and employees shall not be liable for any injury or loss of life and any loss or damage to their belongings, howsoever the same may occur.

7. **DEFINITIONS:**

In these Rules, unless the context otherwise requires:

- 7.1 **"Annual Year"** means the period between the conclusion of one Annual General Meeting and ending with the conclusion of succeeding Annual General Meeting.
- 7.2 **"Association"** means the Karnataka Golf Association.
- 7.3 **"Associate"** means an Associate elected/invited under different categories of Associateship.

- 7.4 **“Bye-laws”** mean regulations framed in accordance with these rules.
- 7.5 **“Calendar of Events”** means the notification by the Managing Committee to regulate and conduct the elections to the Managing Committee.
- 7.6 **“Calendar Year”** means the period commencing from 1st January and ending with 31st December of the same year;
- 7.7 **“Club”** means the Karnataka Golf Association.
- 7.8 **“Club House”** means all areas excluding the Golf Course, Driving Range and Workshop.
- 7.9 **“Committee”** means the Managing Committee consisting of the President, Captain, Immediate Past President, Honorary Secretary, Honorary Treasurer, Six Elected Members and Eight Nominees of Government of Karnataka as follows:
- 1) Secretary, Finance
 - 2) Secretary, Revenue
 - 3) Secretary, Tourism
 - 4) Managing Director, Karnataka State Tourism Development Corporation.
 - 5) Managing Director, Jungle Lodges and Resorts
 - 6) Director, Tourism Department
 - 7) Any two Secretary level officers, to be nominated by the Government.
- 7.10 **“Defaulter”** means a Member or an Associate who is declared a defaulter for non-payment of dues.
- 7.11 **“Dependant”** means spouse and unmarried children below the age of 25 of a Member or an Associate.
- 7.12 **“Financial Year”** means the period commencing from the first day of April and ending with the thirty-first day of March of the succeeding year;
- 7.13 **“Force Majeure”** means, concerning the Association, an event beyond the reasonable control of the Association, which by its nature could not have been foreseen by the Association, such as acts of God, storms, floods, earthquakes, hurricanes, riots, epidemics, pandemics, fires, sabotage, strikes, lockouts, civil commotion or

civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamities or one or more acts of terrorism.”

- 7.14 **“Guest”** means a Guest of a Member or an Associate.
- 7.15 **“Immediate Past President”** means the outgoing President. In case the outgoing President is re-elected as President, the President of the previous term will not continue as the Immediate Past President on the Committee.
- 7.16 **“Member”** means a Founder Life Member, Honorary Life Member, Life Member, Permanent Member or Service Member of the Association who have been admitted to the Membership of the Association in accordance with the Rules and Bye-Laws.
- 7.17 **“Member-Elect”** means an individual who has been interviewed by the Committee and who has been granted the status of Permanent/Service Member-Elect pending confirmation as Permanent/Service Member.
- 7.18 **“Office Bearers”** means The President, Captain, Honorary Secretary and Honorary Treasurer
- 7.18 **“Overseas Citizen of India (OCI)”** means any individual holding an OCI card issued by the Government of India.
- 7.19 **“Associate-Elect”** means an individual who has been interviewed by the Committee and who has been granted the status of Permanent Associate - Elect/Permanent Service Associate - Elect, pending confirmation as Permanent Associate/Permanent Service Associate.
- 7.20 **“Rules”** means the Rules of the Association.
- 7.21 **“Senior Dependant Associate”** means Children of Members who are above the age of 25 years and have applied for Membership under Child of Member Category.
- 7.22 **“Visitor”** means a visitor to the Club and does not include guest of Members or Associates and employees of the Association.

8. CATEGORIES OF USERS

The users of the club shall consist of following categories :

8.1 Members

- 8.1.1 Founder Life Members
- 8.1.2 Honorary Life Members
- 8.1.3 Life Members
- 8.1.4 Permanent Members
- 8.1.5 Permanent Service Members

8.2 Associates

- 8.2.1 Honorary Associates
- 8.2.2 Permanent Associates
- 8.2.3 Permanent Service Associates
- 8.2.4 Non Resident Indian/Overseas Citizen of India (OCI) Associates
- 8.2.5 Corporate Associates - Category I
- 8.2.6 Corporate Associates - Category II
- 8.2.7 Temporary Associates
- 8.2.8 Temporary Service Associates
- 8.2.9 Short Term Associates
- 8.2.10 Senior Dependant Associates
- 8.2.11 Dependant Associates
- 8.2.12 Student Associates
- 8.2.13 Spouses of Deceased Associate

8.3 Others

- 8.3.1 Members Elect/Associates Elect
- 8.3.2 Families of Members and Associates
- 8.3.3 Visitors/Affiliated Club Members

9. LIMITS & RESTRICTIONS:

9.1 Members

The total number of members shall not exceed the following limits:

- | | | | |
|-------|----------------------|---|--------|
| 9.1.1 | Founder Life Members | - | Frozen |
| 9.1.2 | Life Members | - | 250 |
| 9.1.3 | Permanent Members | - | 2500 |
| 9.1.4 | Service Members | - | 500 |

These limits will not apply to “Children of Members”. The conferment of Honorary Life Membership will not be deemed to create vacancy in any of the above categories.

- 9.1.5 The Managing Committee can provisionally admit a maximum of 432 applicants per annual year as Members-elect. However, the

intake of members-elect per month shall be solely dependent on vacancies and will be restricted to :

Life Members	-	2
Permanent Members	-	20
Service Members	-	4
Child of Members	-	10

9.1.6 All unfilled vacancies from the previous months may be carried forward to the following month.

9.2 **Associates**

The total number of Associates shall not exceed the following limits:

9.2.1	Honorary Associates	-	5
9.2.2	Permanent Associates	-	350
9.2.3	Permanent Service Associates	-	70
9.2.4	Non Resident Indian/Overseas Citizen of India(OCI) Associates	-	200
9.2.5	Corporate Associates- Category I	-	100
9.2.6	Corporate Associates - Category II	-	75
9.2.7	Temporary Associates	-	150
9.2.8	Temporary Service Associates	-	100
9.2.9	Short Term Associates	-	50
9.2.10	Student Associates	-	200

9.2.11 There shall be no limit for Senior Dependant Associates, Dependant Associates, and Spouses of Deceased Associate.

9.2.12 The total number of Associates excluding Honorary Associates, Senior Dependant Associates, Dependant Associates, Spouses of Deceased Associates and Student Associates who can be admitted during an Annual year shall not exceed 240.

9.2.12.1 However, the intake of Associates per month shall be subject to vacancies and will be restricted to:

Permanent Associates	-	2
Permanent Service Associates	-	2
Non Resident Indian/Overseas Citizen of India	-	5
Corporate Associates Category I and II	-	5
Temporary Associates (Indians and Foreigners)	-	8
Temporary Service Associates	-	5
Short Term Associates (Indians & Foreigners)	-	5
Student Associates	-	15

9.2.13 All unfilled vacancies from the previous months may be carried forward to the following month.

10. **ELIGIBILITY FOR MEMBERSHIP/ASSOCIATESHIP:**

10.1 Minimum age for all categories of Members and Associates except Student Associates and Dependant Associates shall be 18 years on the date of application.

10.2 The Membership or Associateship for all categories except Foreign Associates shall be restricted to Indian Nationals and Overseas Citizen of India (OCI) Card holders.

10.3 The Membership or Associateship for all categories shall be subject to completion of all preliminaries and formalities as required under these Rules and on confirmation by the Committee.

11. **APPLICATION:**

11.1 Application for all categories of Membership and Associateship must be made on the prescribed form accompanied by applicable entrance fee and other required documents.

11.1.1. Entrance/Application fees for all categories of Membership/ Associateship shall be paid by Demand Draft, Bankers Cheque or by way of Digital Bank Transfer (NEFT/IMPS etc.,) which are subject to realisation by the Association.

11.2 **Proposer/Seconders**

11.2.1 The proposer and seconders for all categories of Membership and Associateship must be Members of at least one year standing.

11.2.2 Application for all categories of Membership and Associateship shall be proposed by one member and seconded by four members.

11.2.3 A Member can propose or second one candidate in any one category during each Calendar Year for Life Member, Permanent Member, Permanent Service Member, Permanent Associate and Permanent Service Associate Categories.

11.2.4 Apart from the above, a Member can also propose or second one candidate in any one category during each Calendar Year for Temporary Associate, Temporary Service Associate and NRI/ OCI Associate.

However, in the case of Child of Member, Corporate Associate, Short Term Associates and Student Associates, there is no restriction on the number of times a Member can propose or second.

11.3 The Committee shall have the right to reject an application at any stage before confirmation of the Membership or Associateship.

12 **MEMBERSHIP:**

12.1 **Founder Life Member**

An individual who has been accorded Membership under this category as on 6th December 1980.

12.2 **Honorary Life Member**

The Committee shall invite all Life, Permanent and Service Member to become an Honorary Life Member when he/she completes either of the following:

- 65 years of age and 15 years of membership
- 70 years of age and 10 years of membership

12.3 **Life Member**

An Indian National may apply for Life Membership.

12.4 **Permanent Member**

12.4.1 An Indian National or Overseas Citizen of Indian (OCI) who is ordinarily a resident of Karnataka for 10 years or more may apply for Permanent Membership.

12.4.2 **Transitory Provision**

Notwithstanding anything contained in Rule 13.1, the existing Associate elected and confirmed before 30.04.2002 shall be taken as Permanent Member on following priority criteria subject to the Associates withdrawing the court case. The intake of such Associates to Permanent Membership shall not exceed two per calendar year subject to vacancies.

- a. The existing Associates should have minimum Domicile of 25 years in the State of Karnataka as on 31.03.2005.
- b. For each year of being an Associate, he/she will be allotted 20 points.

- c. He/She should have an official golf handicap allotted by the club. For each year he/she has held an official golf handicap, an additional 10 points will be allotted.
- d. For any disciplinary action taken against him/her by the club, a deduction of 100 points will be effected.
- e. For each default in payment of bills due to the club a deduction of 100 points will be effected.
- f. Based on the above criteria a merit list of existing Associates will be made and those qualifying would have to pay the prevailing fee as applicable for Permanent Membership to enter the scheme.

12.5 **Service Member**

12.5.1 **An Indian National who is**

- A serving officer of All India Services from the Karnataka Cadre.
- A serving Group 'A' Officer of the Karnataka Government
- A serving Group 'A' Officer of the Central Government with a minimum of 7 years' service in the State of Karnataka, who should also be a resident of Bengaluru at the time of submission of the application.
- A serving Commissioned Officer of the Defence Services hailing from Karnataka and having served in Karnataka State for a minimum period of 7 years, and
- An Honourable sitting Judge of the High Court of Karnataka may apply for Service Membership

12.5.2 **Transitory Provision**

Notwithstanding anything contained in Rule 12.5.1 above, any person who had applied for Service Membership as on 31.03.2018 under Rule 12.5, but has since retired from services shall continue to be eligible for Membership under this category.

12.6 **Child of a Member**

- 12.6.1 A Child of a Member who is an Indian National or Overseas Citizen of India (OCI) may apply for Permanent Membership even if he/she has not been a resident of Karnataka for 10 years.

- 12.6.2 Members of the Club of 10, 15 & 20 years standing may apply for their first, second and third child respectively, whether married or not, as long as the child is above 18 years and below 40 years at the time of submitting the application for membership under this category. The selection of the child to be nominated under this category shall vest only with the parent member.
- 12.6.3 In the event of death of a member, the applicant can be proposed by any other member of the club.
- 12.6.4 In the event of death of a member of 10 years standing :
- 12.6.4.1 If the child is above 18 years of age, the child will be eligible to apply for Membership immediately but not later than attaining the age of 25 years.
- 12.6.4.2 If the child has not attained the age of 18 at the time of demise of the Member, the child will be eligible to apply on attaining the age of 18, but within 7 years from the date of attaining the age of 18 years.
- 12.7 **Patron**
- The Committee may invite His/Her Excellency. The Governor of Karnataka to be the Patron of the Association.
- 12.8 **Honorary Associate**
- The Committee may invite an individual who is a person of distinction and is interested in the game of golf, to be an Honorary Associate for a period of one year at a time subject to a maximum of 3 terms.
- 12.9 **Permanent Associate**
- 12.9.1 Any Indian National may apply for Permanent Associate.
- 12.9.2 Any Golfer from Karnataka who is an Indian National/OCI who achieves eminent status by virtue of winning All India Amateur, The Indian Open, Asian Professional Tour, European Tour, Asian Games, PGA Championship, Olympic or equivalent tournament may be invited by the Managing Committee without an entrance fee for Permanent Associateship within a period of one year from such achievement out of turn, irrespective of ceiling limit.

12.10 **Permanent Service Associate**

An Indian National who is:

- A serving officer of All India Services from the Karnataka Cadre.
- A serving Group 'A' Officer of the Karnataka Government
- A serving Group 'A' Officer of the Central Government with a minimum of 7 years' service in the State of Karnataka, who should also be a resident of Bengaluru at the time of submission of the application.
- A serving Commissioned Officer of the Defence Services hailing from Karnataka and having served in Karnataka State for a minimum period of 7 years, and
- An Honourable sitting Judge of the High Court of Karnataka may apply for Permanent Service Associate.

12.11 Non Resident Indian or Overseas Citizen of India (OCI) Associate

12.11.1 An Indian National or OCI as classified by the Government of India from time to time may apply under this Category.

12.11.2 An NRI or OCI Associate shall continue to be classified as NRI or OCI Associate even after his/her return to India under the provision of Transfer of Residence status. The subscription/course maintenance fee shall be payable at the rate applicable for NRI Associates for a minimum period of 5 years, after such return, in Indian Rupees at the prevailing exchange rate as determined by Reserve Bank of India.

After completion of five years the NRI/OCI Associate shall pay the same Subscription/Course Maintenance fee payable by a Permanent Associate.

12.12 **Corporate Associates:**

12.12.1 **Category I**

12.12.1.1 A Public or Private Limited Company with its Office located in the State of Karnataka with a paid up capital of Rs.3 crores or more and net worth of Rs.9 crores duly certified by their auditors, may apply with all statutory credentials including the relevant Board Resolution through their Managing Director/Chief Executive in Karnataka, who shall present himself to the Managing Committee.

- 12.12.1.2 United Nations and its subsidiary Organizations, Consulates and Trade Missions may apply under this Category.
- 12.12.1.3 The Associateship shall be valid for a period of 15 years. The Associates are entitled to nominate 4 individuals under this category.
- 12.12.1.4 Two additional individuals can be nominated on payment of the prescribed additional entrance fee.
- 12.12.1.5 The nominees shall be full time Directors/Executives of the Associate, duly certified by the Statutory Auditors of the company and such nominees shall appear before the Office Bearers of the Association for an interview.
- 12.12.2 **Category II**
- 12.12.2.1 A Public or Private Limited Company with its Office located in the State of Karnataka with a paid up capital of Rs.3 crores or more and net worth of Rs.6 crores duly certified by their auditors, may apply with all statutory credentials including the relevant Board Resolution through their Managing Director/Chief Executive in Karnataka, who shall present himself to the Managing Committee.
- 12.12.2.2 United Nations and its subsidiary Organizations, Consulates and Trade Missions may apply under this Category.
- 12.12.2.3 The Associateship shall be valid for a period of 15 years. The Associate shall be entitled to nominate a maximum of 2 individuals.
- 12.12.2.4 The nominees shall be full time Directors/Executives of the Associate, duly certified by the Managing Director or the Chief Executive of the company, and such nominees shall appear before the Office Bearers of the Association for an Interview.
- 12.12.3 In the event of a Company/Organisation admitted as a Corporate Associate ceases to exist by reason of amalgamation with other companies, its liquidation or otherwise, the Associateship shall ipso facto stand terminated.
- 12.12.4 The Company is entitled to change the nominees at any time during its tenure of Associateship.
- 12.12.5 These Corporate Associates are liable to pay the dues as may be levied from time to time by the Committee. These dues shall be payable for all the nominees permitted under their category regardless of whether such nominations have been made or not.

12.13 **Temporary Service Associate**

12.13.1 **An Indian National who is**

- A serving officer of All India Services from the Karnataka Cadre.
- A serving Group 'A' Officer of the Karnataka Government
- A serving Group 'A' Officer of the Central Government with a minimum of 7 years' service in the State of Karnataka, who should also be a resident of Bengaluru at the time of submission of the application.
- A serving Commissioned Officer of the Defence Services hailing from Karnataka and having served in Karnataka State for a minimum period of 7 years.
- An Honourable sitting Judge of the High Court of Karnataka may apply for Associateship under this category.

12.13.2 The Associateship shall be valid for a period of three years or part thereof and shall be extended or renewed for a period of three years or part thereof. A person shall not be eligible for such Associateship for more than two terms of three years each.

12.13.3 Notwithstanding anything contained in Rule 12.13.1, "Temporary Service Associate" present or past, whose application is pending under the waiting list for the Permanent Service Membership, at the time of retirement from Service, may be allowed to continue as Temporary Service Associate till the application is considered for Permanent Service Membership, subject to the applicant holding a valid handicap of the club.

12.14 **Temporary Associate**

12.14.1 Executives of Companies and partnership firms and Professionals whose declared annual income is in excess of Rs.15,00,000 may apply for this Associateship. The tenure of this Associateship shall be three years.

12.14.2 Upon the expiry of first tenure reapplication under this category is permitted for the second and last term of three years.

12.15 **Short Term Associate**

12.15.1 **Indians**

An Indian National who is not a permanent resident of Bangalore qualifies for this Associateship. The tenure of this Associateship shall be 6 months renewable for a further period of 6 months.

12.15.2 **Foreigners**

A Foreign National may apply under this category. The tenure of this Associateship shall be 6 months, renewable for a further period of 6 months.

12.15.3 **For both 12.15.1 & 12.15.2**

above, reapplication shall be permitted only after a lapse of two years.

12.16 **Senior Dependent Associate**

12.16.1 This refers to Children of Members above the age of 25 years, who have applied for membership under Child of Member category. If they are married, it will include their Spouse and Children.

12.16.2 The parent member or proposer (as the case may be) of such Associate shall be responsible for their conduct, behaviour and settlement of dues to the Club.

12.16.3 Such Associates are liable to pay such fee as applicable to members.

12.16.4 Such Dependant Associates should have been proposed for membership under "Child of a Member".

12.16.5 Such Associateship shall cease when the applicant is made a Member-Elect.

12.17 **Dependant Associate**

12.17.1 A Member's/Associate's Spouse and Children below 25 years of age may use the facilities of the Club as Dependant Associate.

12.17.2 The Committee may accord Membership regardless of the position on the waiting list, if a Dependant Associate achieves a handicap of 5 or below consistently during the period of 12 continuous months.

12.18 **Student Associate**

12.18.1 The Committee may enroll students of age between 8 and 22 years from registered institutions for a period of 24 months renewable each time for an additional period of 24 months, during which the candidate shall be subject to training and golfing test.

12.19 **Spouse of Deceased Associate**

- 12.19.1 Spouse of a deceased Member, Permanent Associate & Permanent Service Associate shall be invited by the Committee to become an Associate under Spouse of Deceased Associate Category. Such invitation may be accepted or declined within a period of one year from the date of death of the member.
- 12.19.2 In the event of change in marital status of the spouse of a deceased Member/Permanent Associate/Permanent Service Associate, this Associateship shall stand restricted to him/her only.
- 12.19.3 The onus of intimation of death of a Member/Permanent Associate/Permanent Service Associate shall be that of the spouse or the family and such intimation shall be sent to the club within a period of 12 months from the date of death. Failure to intimate within this period will render the spouse ineligible to apply under this Rule.
- 12.19.4 The spouse of deceased Honorary Life Member will continue to enjoy the same privileges as enjoyed by the Member at the time of his/her death, except participation in the general meetings.

13 **ELECTION OF MEMBER/ASSOCIATE – ELECT:**

- 13.1 Applications shall be considered strictly as per the waiting list for all categories of Membership/Associateship. The waiting list shall be updated every three months or earlier and posted on the Notice Board/displayed on the Club's website.
- 13.2 Names of candidates to be interviewed for all categories except for Student Associates shall be displayed on Notice Board for a period of 30 days prior to their introduction to the Committee. Objections if any, regarding any candidate should be intimated to the Hon. Secretary in writing, within this period. Such objections shall be treated as privileged information.
- 13.3 Candidates for Life, Permanent, Service, Child of Member, Permanent Associate, Permanent Service Associate, Temporary Associate, Temporary Service Associate, NRI or OCI Associate and Corporate Associate shall be introduced to the Committee by the proposer or one of the seconders on the scheduled day except Short Term Associate and Student Associates.

- 13.4 When a candidate who is called for interview fails to attend such interview, it will be deemed that he/she has withdrawn his/her application, unless of course he/she satisfactorily explains in writing to the satisfaction of the committee the cause of his/her absence within one month from the first call.
- 13.5 When a Candidate is unable to attend the interview for reasons beyond his/her control the Committee shall have the power to postpone the interview after considering the written request. Such requests shall not be entertained on more than two occasions under any circumstances.
- The candidate shall appear for the interview within Two years from the first consideration of the application as otherwise it shall be deemed that the application has been withdrawn.
- 13.6 In the event of non-availability of either the proposer or any of the seconders, due to the reasons beyond the control of the applicant, he/she may be introduced by any Member of the Association with a prior notice of two days explaining the reasons thereof.
- 13.7 The Election of Members- Elect/Associate-Elect shall be by simple majority of the Committee Members present and voting. The Chairperson of the meeting shall not have a casting vote.
- 13.8 If an applicant for Membership/Associateship is proposed or seconded by any of the Member of the Committee in office, the Member concerned shall abstain from discussion.
14. **MEMBER-ELECT/ASSOCIATE - ELECT:**
- 14.1 From the date of election and until the time of confirmation as Member/Permanent Associate/Permanent Service Associate, the candidate shall be designated as Member Elect/Associate-Elect respectively.
- 14.2 The period of Member-Elect/Associate-Elect shall be for a minimum period of six months and a maximum period of 12 months. There shall be no extension beyond 12 months.
- 14.3 The confirmation of the Member-Elect/Associate-Elect shall be based on their proficiency in golfing and use of the Club facilities as stipulated by the Committee from time to time and suitability for Membership/Permanent Associateship/Permanent Service Associate.

14.4 The Committee may relax the requirement of Proficiency in golf if the Member-Elect/Associate-Elect has a valid current handicap from KGA.

15. **UNCONFIRMED/REJECTED CANDIDATES:**

15.1 In the event of a Member Elect/Associate Elect not being confirmed, the entrance fee collected will be refunded after deducting all amounts due to the Club.

15.2 If an application for Membership/Permanent Associateship/Permanent Service Associateship is rejected, the applicant may apply for Membership/Permanent Associateship/Permanent Service Associateship only after a period of six months from the date of rejection.

16. **RIGHTS, PRIVILEGES & RESTRICTIONS:**

16.1 Members, Associates and all users of the Association shall be governed by the Rules, Bye-laws of the Association and the direction of the Committee from time to time.

16.2 No individual can be a Member/Associate under more than one category except as a nominee of a Corporate Associate. When elected to any other category he/she shall relinquish the existing Membership/Associateship. The entrance fee paid for the relinquished category shall not be refunded.

16.3 **MEMBERS**

16.3.1 They are entitled to all rights of using the Club, credit facility, participation in the general meetings, management of the Association, proposing or seconding candidates and right to information including perusal of any documents including minutes except privileged information.

16.3.2 A member on completion of continuous membership of 10 years shall be entitled to propose one child, on completion of 15 years a second child and on completion of 20 years a third child for Permanent Membership. (See rule 12.6)

16.3.3 Founder Life Members and Honorary Life Members are exempt from payment of monthly subscription, course maintenance fee and minimum charges.

16.3.4 Life Members are exempt from payment of monthly subscription.

16.4 **Permanent Associates/Permanent Service Associates**

They are entitled to rights of using the Club and credit facilities.

16.5 **Members – Elect or Associates-Elect, Temporary & NRI or OCI Associates**

16.5.1 Member-Elect, Associate-Elect, Temporary Associates, Temporary Service Associates, Short Term Temporary Associates and Student Associates are entitled to the rights of using the Club facilities against a deposit determined by the Committee from time to time.

16.5.2 NRI or OCI Associates and Corporate Associates are entitled to the use of the Club and credit facilities.

16.5.3 They are not entitled to stand for election to the committee, to propose/second candidates and participate in general meetings.

16.6 **Senior Dependant Associates**

16.6.1 Senior Dependant Associates and their spouses and children are entitled to all rights of using the Club and credit facilities under the account of the parent Member.

16.6.2 However, Spouse and Children of Senior Dependant Associate are not entitled to introduce guests.

16.7 **Student Associates**

16.7.1 Student Associates are restricted only to the use of course and driving range facilities. They may avail catering and non-alcoholic beverages at the designated areas.

16.7.2 They shall settle their dues by cash coupons or smart cards.

16.8 **Guests**

16.8.1 Members/Associates, Senior Dependant Associates, Members-Elect, Associates-Elect, except Dependant Associates, Student Associates and Members of Affiliated Clubs may introduce guests provided that such guests are basically eligible for Membership/Associateship of the Club.

16.8.2 Members/Associates who introduce their guests shall be charged guest fee and/or green fee as applicable.

- 16.8.3 The guests so introduced shall be registered on arrival. In case a Member/Associate fails to register the Guest on arrival the Member/Associate shall be charged a penal fee of five times the normal guest/green fees.
- 16.8.4 Member/Associate introducing guest shall be responsible for their behaviour and compliance with the Rules and Bye-laws of the Club.
- 16.8.5 The maximum number of guests that a Member/Associate can introduce at any given day shall be eight.
- 16.8.6 No individual shall be introduced as a guest more than forty eight times in a calendar year, even if that individual has been introduced by different Members/Associates.

This shall not apply to guests invited by Members/Associates to parties held in party halls, reserved areas, and guests invited by the residents of the club to their respective rooms.

16.9 **Members of Affiliated Clubs/Visitors**

- 16.9.1 Members of affiliated clubs/visitors may use the Club for a period not exceeding 30 days in a calendar year.
- 16.9.2 They are liable to pay the fee for utilising the Club/Course facilities as determined by the Committee and shall settle all their dues by cash coupons or smart cards.
- 16.9.3 Members of the Affiliated clubs who are ordinarily resident within 40 kilometers of Karnataka Golf Association are not eligible to use the club or its facilities as "Affiliated Members".

17 **ENTRANCE FEES, SUBSCRIPTION AND OTHER CHARGES:**

- 17.1 **Entrance Fees, Subscription, Course Maintenance Fee & Minimum charges Refer chart 17.1.1 & 17.1.2**
- 17.1.3 Any revision in Entrance fee shall be applicable to all pending and new applicants. From the date of fee revision, all pending applicants shall pay the differential amount within 120 days, failing which the application shall be treated as cancelled.

17.2 **Green Fees**

Users of the course other than Members/Associates shall pay the prevailing green fee.

17.3 **Minimum Charges**

17.3.1 All Members and Associates shall spend a minimum amount every month as prescribed in chart 17.1.1 & 17.1.2 over and above the prevailing Subscription or Course Maintenance fee.

17.3.2 If such a Member's/Associate's account for any particular month does not exceed a sum of Rs.100/- over and above the subscription payable, his/her account shall be debited by a sum equivalent to the difference of Rs.100/- over and above the subscription for the said month as minimum charges.

17.3.3 These charges shall not be accumulated, waived or transferred under any circumstances.

17.3.4 The subscription for other departmental facilities shall be excluded from the minimum charges.

18 **PAYMENT OF DUES:**

18.1 The Billing starts on the 1st of the following Month after confirmation of Membership or Associateship.

18.2 Bills for each month is raised on the 1st day of the succeeding month and will be due for payment on or before the last date of that month. The onus of clearing the dues shall rest entirely with the Member or Associate.

18.2.1 Non-receipt of bills due to vagaries of postal/courier service or for any other reasons does not exempt a Member/Associate from payment of dues on time.

18.2.2 Payments shall not be held up for objections or want of clarifications.

18.3 For the purpose of all communications the address of a Member or Associate concerned shall be the last address or email registered at the club records for correspondence purpose.

18.4 **Dishonoured Bank instruments :**

In the event of a payment instrument viz., Cheque, ECS etc., being dishonoured, on more than two occasions, the member/associate will be obliged to make all future payments by cash or bank transfers for a period of six months from the date of such dishonour.

18.4.1 This condition shall also apply to Members/Associates whose cheques are dishonoured for reasons of “insufficient funds” twice in a financial year.

18.5 **Party Bills**

18.5.1 In respect of party bookings an amount equivalent to 50% of the estimated cost of the party shall be paid as advance.

18.5.2 All party bills and guest room bills shall be settled separately within 15 days from the date of billing, failing which it shall carry a surcharge of 3% per month. If the bills are not settled within 30 days from the date of the bills, the amount shall be debited to the account of the Member/Associate and included with the monthly balance and shall reckon for other consequential action.

18.6 **Delay/Non - Payment of Due**

18.6.1 All dues must be settled by the last day of the month following the month for which the bill is raised failing which a surcharge of 3% per month shall be levied.

18.6.2 Should any dues of a Member or Associate, remain unpaid on the due date as stated in Rule 18.6.1, notice shall be sent by registered post/courier and email to the registered email ID of the member/associate, calling upon him/her to pay the dues in full on or before 10th day of the following month after which the card will be blocked.

18.6.3 On the expiry of two months from the date of the bill, if the dues are not cleared he/she shall be notified as a defaulter and the name displayed on the Notice Board. Defaulting Members/associates will not be notified of this action.

For Members/Associates who have defaulted on more than 3 occasions, notwithstanding other applicable rules, credit facilities will be withdrawn for a period of six months. Thereafter any usage of club facilities, including monthly charges etc., will be against the advance deposit, equivalent to the total of the last three months’ bill amounts.

18.6.4 When a Member or Associate is notified as a defaulter and the bills remains unpaid for three months from the date of the bill, such Member or Associate shall be suspended for non-payment of dues for a period of three months.

- 18.6.5 A Member or Associate who is suspended may apply for reinstatement as a Member or Associate within three months from the date of suspension on payment of the all the outstanding dues in full and the reinstatement fee shall be equivalent to 50% of the prevailing admission fee for the similar category of Membership or Associateship.
- 18.6.6 In case the Member or Associate fails to apply for reinstatement as mentioned in Rule 18.6.5, he/she shall automatically be forfeiting his/her Membership or Associateship and removed as a Member or Associate of the Club.
- 18.6.7 The procedure for payment of dues shall also apply to Corporate Associates.

19 **GENERAL MEETINGS:**

19.1 **Eligibility**

Members who are not in arrears at the time of the meeting shall be entitled to form the quorum and vote.

19.2 **Quorum**

One Hundred and Fifty sitting members present in meeting hall shall form the quorum. If there is no quorum at the appointed time, the meeting shall stand adjourned by 30 minutes for the same day and venue. However, quorum will not be necessary at the adjourned meeting.

- 19.2.2 In case of the Special General Meetings convened for the purpose of making amendments to Rules and or approval of Capital projects, the minimum quorum shall be 100 members physical present even at the adjourned meeting.

19.3 **Chairperson**

The President or in his absence the Captain or in the absence of both, the Committee Member with the longest Membership of the Association among those present, shall act as the Chairperson of the meeting. If none of them are available, the Chairperson shall be chosen by the General Body on the floor of the House.

19.4 **Powers of the Chairperson**

19.4.1 The Chairperson shall conduct and regulate the proceedings of the meeting and whose decision on a point of order shall be final. The decision can only be modified or nullified in the subsequent General Meeting.

19.4.2 The Chairperson shall not allow any resolution to be moved at the meeting which in his/her opinion reopens an issue which has been decided and resolved upon by a General Meeting in the preceding 12 months.

19.4.3 In the event of a tie the Chairperson shall have a casting vote.

19.5 **Minutes**

The minutes of the meeting together with the action taken report on suggestions/proposals and resolutions shall be circulated to all members to their registered mail IDs by digital format and a print copy provided on request within sixty days from the date of the meeting and a copy shall also be displayed on the Notice Board.

19.6 **Annual General Meeting**

19.6.1 Annual General Meeting shall be convened by the Committee and be held every year at the Association premises in the month of June on a working day set by the Committee. Notice of the meeting shall be sent to their registered mail IDs by digital format and a print copy provided on request

19.6.2 General Meeting shall be convened with a minimum notice of 21 clear days to all members in India.

19.6.3 A copy of the notice shall also be displayed on the Notice board.

19.6.4 Publication of the notice of the Annual General meeting in any one or the other form referred to above shall be considered as adequate notice.

19.6.5 The notice for Annual General Meeting shall contain the following which shall form the agenda for the meeting:

- Confirmation of previous minutes
- Adoption of Annual Report of the Committee.
- Adoption of Audited Statement of Accounts.
- Appointment of auditor to hold office for the ensuing year with their remuneration.
- Other resolutions if any.
- Election of the Committee.

19.6.6 Any resolution pertaining to amendment of rules of the Association shall not be part of the agenda.

19.6.7 If, for some reason, no election is held at the General Meeting, the retiring Committee shall continue in office until a new Committee is elected within 60 days of such meeting.

19.6.8 Any member who wishes to move a resolution at the Annual General Meeting shall give notice thereof in writing, with the proposed resolution together with an explanatory note to the Honorary Secretary not less than ten days before the scheduled date of the meeting. A copy of the resolution shall be posted on the Notice Board and circulated to members seven days before the day of the meeting.

19.6.9 The Committee shall circulate verbatim the proposed resolution/s from Members with remarks, if any.

19.6.10 All decisions of the meeting shall be decided by simple majority at first by show of hands, and if Members so desire, by secret ballot.

19.7 **Special General Meeting**

19.7.1 Special General Meeting may be convened at any time by the Committee or one tenth of the total number of the members of the Association who shall state in writing the business for which they wish the meeting is to be convened.

19.7.2 Special General Meeting shall be convened with a notice of minimum 21 clear days to all members in India.

19.7.3 In case of members requisition the Committee shall schedule Special General

19.7.4 A copy of the notice shall also be displayed on the notice board and the same shall be published in a local Kannada and English Newspaper. Publication of the notice of the Special General

Meeting in any one or the other form referred above shall be considered as adequate notice.

- 19.7.5 The notice for the Special General Meeting called by the Committee shall state precisely the proposed resolution/s with an explanatory note.
- 19.7.6 In case of members' requisition, the notice containing a copy of the requisition together with the remarks of the Committee if any shall be sent to all members within India. Such notice shall be sent ten days prior to the date of the meeting.
- 19.7.7 All decisions of the meeting shall be decided by simple majority at first by show of hands, and if Members so desire, by secret ballot.
- 19.7.8 The name, objectives and the rules of the Association can only be amended by a resolution passed at a Special General meeting convened for this purpose. Such amendments shall be passed by 2/3 majority of members present.
- 19.7.9 A member who is eligible to vote can give notice in writing to the Hon. Secretary proposing Resolution to amend Rule/s or propose new Rule/s along with explanatory notes, seconded by three other members not less than 14 days before the scheduled date of the Special General Meeting. A copy of the resolution/s, shall be posted on the Notice Board and circulated to members ten days prior to the date of the Meeting.

19.8 **VIRTUAL MEETINGS:**

The Association shall conduct General Meetings in physical. In case where physical meeting is not possible, a Virtual meeting may be held under Force Majeure circumstances.

20 **ELECTION OF COMMITTEE:**

20.1 **Calendar of Events**

- 20.1.1 Once the Calendar of Events is announced, the Committee in office shall be permitted to carry out only day-to-day affairs of the Association. However, this shall not apply ongoing projects which have received prior approval of AGM/SGM/MC.

20.2 **Eligibility**

- 20.2.1 A candidate seeking election should be a member for a period of 5 continuous years with a handicap in this Association for the preceding 12 months continuously.

20.2.2 The candidate for the office of President, Captain, Hon. Secretary and Hon. Treasurer should have been an elected Member of the Committee for a minimum period of one Annual year.

20.2.3 Members who have been elected to the Committee for three consecutive years shall be eligible for re-election for any position only after a break of one year excepting for election for the post of President.

20.3 **Nominations**

20.3.1 A candidate for election shall be proposed by a member eligible to vote and seconded by two other such members.

20.3.2 An eligible member can propose or second only one candidate irrespective of the positions in the Committee.

20.4 **Electoral Committee :**

20.4.1 The Managing Committee shall appoint a Chief Electoral Officer who is a member for minimum period of 20 years, shall constitute an Electoral Committee of which he/she shall be the Chairman and two other Senior Members (minimum 20 years & above membership of the Association.)

20.4.2 **Their role shall include :**

- 1) Scrutiny of candidates. The decisions of the Electoral Committee shall be final and binding and in the event of rejection of any candidate(s) they will record the reasons in writing. The names of the rejected candidate(s) shall not be included in the final list of candidates.
- 2) Conduct the election process
- 3) Appoint tellers
- 4) Announcement of results.

20.4.3 The decision of the Electoral Committee shall be final and binding.

20.4.4 Once the Calendar of Event is announced, all communications relating to election process shall be through the Chief Electoral Officer.

20.4.5 Electoral Committee will continue to support the tellers throughout the elections and enforce standard protocol until the completion of election process.

20.5 **Withdrawal**

20.5.1 Any candidate wishing to withdraw from the election shall do so in writing to the Honorary Secretary on or before the date set for withdrawal.

20.6 **Final List of Candidates**

20.6.1 The final list of candidates for election to the Committee along with the names of the proposer and seconders and a brief bio-data including information of disciplinary action, if any of the Candidate, shall be published on the Notice Board at least 10 days before the date of the meeting.

20.6.2 Simultaneously this list shall also be sent to every member in India by Post/Courier/Email.

20.6.3 A candidate contesting the election shall not canvas directly or indirectly through Letters/Notices/Advertisements/e mail/SMS or through any other form of communication. Breach of this rule by the candidate or any other Member/Associate of the Association will invite disciplinary action in terms of Rule 26 (Conduct of Members)

New Rule :

20.6.4 Candidates appearing on the final list shall be called for a meeting on the date and time fixed by the Managing Committee to meet with voting members formally prior to the elections, to introduce themselves and present their vision. Such meetings shall be chaired by the Chief Electoral Officer.

20.7 **Tellers**

The balloting shall be conducted by Tellers approved by Members at the General Meeting.

20.8 **Balloting**

20.8.1 At the General Meeting, lists showing the names of the candidates for the Office Bearers and Committee Members, shall be issued to each Member eligible to vote.

20.8.2 Every Member shall vote to elect the President, Captain, Hon. Secretary, Hon. Treasurer and six Members for the Managing Committee. Any ballot which does not conform to this requirement shall be invalid.

- 20.8.3 In case of a tie the winner/s shall be determined by seniority of Membership and in case of equal seniority by a draw of lots.
- 20.8.4 The voting may be conducted either by using paper ballots or Electronic Machines.
- 20.9 **Tenure**
- The tenure of the Elected Members of the Committee shall be for one year or until a new Committee is elected whichever is later.
- 21 **POWERS AND RESPONSIBILITIES OF THE COMMITTEE:**
- 21.1 The Committee shall endeavour to uphold the objectives of the Club.
- 21.1.1 The Committee shall manage all affairs of the Club strictly in accordance with the Rules and Bye Laws.
- 21.1.2 It shall be responsible for the safety, security and maintenance of all assets and properties of the Club.
- 21.1.3 The Honorary Secretary shall be responsible for the day to day affairs of the Club.
21. **Sub Committees**
- 21.2.1 The Committee shall have the power to appoint such Sub-Committees as deemed necessary.
- 21.2.2 The President's decision on the appointment of the Chairperson of each Sub Committee shall be final and binding.
- 21.2.3 The Office Bearers shall be ex-officio members of all Sub-Committees.
- 21.2.4 The total number of members in a Sub-Committee shall not exceed Six excluding the ex-officio members.
- 21.2.5 The Sub Committee shall comprise of Members only and the Committee shall ratify their appointments.
- 21.2.6 The Chairperson may invite any person to assist the Sub Committee on any specific matter.

21.3 **Finance**

- 21.3.1 The Committee shall prepare revenue and capital budgets for the Committee Year within 60 days of assuming office and shall adhere to it. The same shall be displayed on the Notice Board.
- 21.3.2 The Committee is authorized to incur a maximum amount of Rs.150 lakhs towards Capital Expenditure in a Committee year, with an increase of 10% year on year starting from the Financial Year 2018-19. All the Capital expenditure Projects taken up under this Clause shall be completed before the end of the Committee Year.
- 21.3.3 The Committee may deposit surplus funds in Fixed Deposits of scheduled commercial banks or securities or bonds issued by the Government or Reserve Bank of India, or other securities prescribed under section 12A of Income Tax Act.
- 21.3.4 The maximum deposits that can be invested in any other securities prescribed under section 12A of the Income Tax Act other than bank deposits (Government Bonds and PSU Bonds) shall be restricted to 50% of the investable Surplus/Reserves but not exceeding Rs.50 Crores of the club as determined by the standing committee on investments which shall consist of six experts selected from among the club members whose term will be for a period of 3 years with 2 members retiring every year.
- 21.3.5 The Managing Committee is empowered to appoint the Office Bearers as authorized signatories related to financial transactions of the Association including that with Banks and Financial Institutions. The Hon. Treasurer shall be a mandatory signatory for all the financial transactions of the club.

21.4 **Donations/Sponsorships/Grants**

- 21.4.1 The Committee shall have the power to raise funds through donations, sponsorships, grants or any other form for specific projects/improvements which are consistent with the objectives of the Club and within the prescribed rules, standards, traditions and established conventions of the Club.
- 21.4.2 All such sponsorship, donations etc., shall be accepted subject to a sunset clause of a maximum period of seven years or such other extended period as approved by the General Body. The Projects taken up under this Clause is independent of the limits prescribed for Capital expenditure of the Committee under Clause No. 21.3.

21.4.3 The Committee shall have no power to effect repairs, renewals, modifications alternations, additions or other constructions and items of civil work which will or may alter the existing elevation, façade, the layout of the course or architectural features and attributes of the Club's campus without the prior consent/ approval of the General Body.

21.5 **Donation and Charities**

The Committee shall have the discretion to donate amounts, as it deems reasonable to local charities and other deserving causes.

21.6 **Bye Laws**

21.6.1 The Committee shall have authority to make, amend, and/or repeal Bye-laws as it deems necessary for the efficient management of the Club provided they shall be consistent with the Objectives and Rules of the Club.

21.6.2 All such bye-laws shall be binding on Members or Associates and shall have the same force as Rules.

21.6.3 The Committee shall post on the notice board a copy of the proposed/amended Bye-laws for a period of fourteen days along with an explanatory note giving reasons for the change.

21.6.4 They shall be brought into force only after due consideration of any objections/suggestions received from members during the aforesaid period.

21.6.5 Changes in Bye-laws shall be communicated to Members/ Associates through a circular.

21.6.6 All Bye-Laws may be set aside or amended by a resolution passed by the General Body.

21.6.7 Any changes made to the Bye-Laws may be set aside or amended by a resolution passed at a General Meeting.

21.7 **Interpretation of Rules and Bye Laws**

The Committee shall be the final authority to decide all questions that arise as to the interpretation of the Rules and Bye-laws.

21.8 **Employees**

21.8.1 The Committee shall determine the optimum number of employees, their qualifications and their remuneration.

21.8.2 Executive and Managerial staff shall be appointed or dispensed with by the Committee.

21.8.3 All other employees shall be appointed or dispensed with by the Office Bearers of the Committee.

21.8.4 All employees shall be under the administrative control of the Honorary Secretary.

21.9 **Contractors/Suppliers**

21.9.1 No member of the Committee or Sub-Committee shall directly or indirectly be appointed as a contractor, subcontractor or supplier of any kind of goods or services to the Club during his/her tenure of office.

21.9.2 Similarly under normal circumstances no Member/Associate shall directly or indirectly be appointed as a Contractor/Sub-Contractor or Supplier of any kind of goods or services to the Club

21.9.3 The Committee may relax this Rule if it finds it essential in the larger interests of the Club.

21.10 **Affiliation**

21.10.1 The Committee may accord affiliation on reciprocal basis to such Golf Clubs with an 18 hole golf course situated outside the revenue districts of Bangalore. However, exceptions may be made by the Managing Committee for Courses situated within the State of Karnataka.

21.10.2 Similarly, the Committee shall be empowered to enter into playing arrangements with Golf Clubs which are situated within the State of Karnataka.

21.11 **Legal**

The Club may sue or be sued in the name of the Honorary Secretary. The Honorary Secretary shall be authorised to sign all documents on behalf of the Club.

21.12 **Standards**

- 21.12.1 The Committee shall ensure adherence to the approved standards, logo, colours and flags of the club.
- 21.12.2 The Committee shall also ensure that such standards are adhered to in respect of sponsorship of programmes and tournaments.

22 **MEETINGS OF THE COMMITTEE:**

- 22.1 The Committee shall meet at least once in a calendar month for transacting the business of the Club. Should it be necessary the President or any three members of the Committee may call a special meeting. Such meetings shall be convened within seven days.
- 22.2 The President or in his absence the Captain shall preside over the meeting.
- 22.3 In the absence of both, a Member who has served the Committee for the longest period shall preside over the Meeting.
- 22.4 Seven members of the Committee shall be sufficient to form the quorum. The decisions of the Committee shall be by a simple majority. In case of making, amending or repealing of Bye Laws, the same shall be approved by 2/3rd of the elected members present and voting.
- 22.5 Any elected Member of the Committee who absents from three consecutive monthly meetings without leave of absence shall cease to be a member of the Committee.
- 22.6 The President shall have the authority to accept resignations of members of the Committee.
- 22.7 The Captain shall have the authority to accept the resignation of the President.
- 22.8 In the event of a vacancy arising in the Committee, it shall proceed in the following manner to fill the vacancy.
- 22.8.1 When a vacancy arises in the Office Bearers of the Club, the Committee shall fill up the vacancy by co-opting a Member of the Committee who is eligible for the post.

22.8.2 For determining the seniority and order of office, the list shall be the President, Captain, Honorary Secretary, Honorary Treasurer and the Members of the Committee in the declining order of votes they polled during the election. In the event of an election being unanimous, the seniority of the Committee Members shall be based on the order of seniority of their Membership in the Club.

22.8.3 When a vacancy arises in the Committee, other than that of the Office Bearers, the same shall be filled by co-opting a Member of the Club who is eligible to contest election.

22.8.4 A Member who has contested and lost the last election shall not be eligible for such co-option.

23 CHIEF OF ADMINISTRATION:

23.1 The Committee may appoint a General Manager, who shall assist it in running the administration of the Association including legal, government liaison and other matters.

23.2 He shall report to the Honorary Secretary.

23.3 The General Manager is entitled to enjoy all the facilities of the Club.

24 COMPLAINTS AND SUGGESTIONS:

24.1 Any complaint or suggestion pertaining to the affairs of the Club shall be addressed to the Honorary Secretary in writing.

24.2 All such complaints and suggestions shall be responded to at the earliest. They may be considered by the Honorary Secretary or if need be, by the Committee at its meeting. The decision shall be communicated to the Member by the Honorary Secretary.

24.3 No employee of the Club shall be reprimanded by any Member/Associate.

24.4 Any complaint against an employee shall be given in writing to the Honorary Secretary. The Honorary Secretary/Chief of Administration shall take appropriate action and communicate the action taken to the concerned Member/Associate.

25 DAMAGE TO CLUB PROPERTY:

Any damage to the property of the Club shall be compensated by the Member/Associate concerned at a cost fixed by the Committee.

26

CONDUCT OF MEMBERS:

- 26.1 The Committee may take action against a Member/Associate for any alleged misconduct in the Club or outside the Club, which in the opinion of the Committee, is injurious to the reputation, dignity, prestige and interest of the Club or is likely to disturb the order or harmony of the Club.
- 26.2 The Committee may also take similar action against dependants/ guests for any alleged misconduct in the Club.
- 26.3 The Committee shall initiate such action on a written complaint received or suo moto.
- 26.4 The Committee shall send a notice in writing to the Member/ Associate by registered post to their address or delivered in person, setting out the charges and call upon them to show cause within a stipulated time, as to why action/proceedings should not be taken/initiated for the alleged misconduct.
- 26.5 If the Committee is satisfied that there is a prima facie case against the concerned Member/Associate, it may order suspension pending enquiry for a period not exceeding three months or until the enquiry process is completed whichever is earlier.
- 26.6 The Committee shall consider the explanation given by the Member/Associate and if satisfied with the explanation, may drop the proceedings and simultaneously revoke the suspension, if any, in force.
- 26.7 If the concerned Member/Associate fails to reply to the show cause notice or the explanation given is not satisfactory the Committee shall proceed with an enquiry. The Committee shall afford an opportunity for a personal hearing before it decides to take further action under this Rule.
- 26.8 If the Committee considers it necessary and expedient to appoint an Enquiry Committee during any stage of the proceedings, it may constitute such a Committee to enquire into the charges and submit its report to the Committee within a stipulated time. The Committee may appoint any Member of the Club to be part of the Enquiry Committee. Such Member should have been a Member of the Club for five years and should not have suffered any disciplinary action by the Club.

- 26.9 If the Committee on the basis of its own enquiry or after considering the report of the Enquiry Committee determines that the charges against the Member/Associate is prime facie established and in its opinion the conduct of the Member is injurious to the reputation, dignity, prestige and interest of the Club and is likely to disturb the order and harmony of the Club, it may after considering the past record of the Member/Associate and gravity of the transgression, take any of the following actions:
- 26.9.1 Caution and revoke the suspension, if in force, from the date of order of suspension.
- 26.9.2 Admonish and order suspension or extend the period of suspension, which shall not exceed a maximum period of 3 years.
- 26.9.3 Recommend to the General Body either to impose any other punishment or to expel the Member/Associate from the Membership/Associateship of the Club.
- 26.10 The General Body on considering the recommendation of the Committee may :
- 26.10.1 Award suspension for a period which the General Body deems fit by a simple majority.
- 26.10.2 Expel the Member/Associate from the Club by a two-third majority of the Members present and voting.
- 26.11 A Member/Associate expelled by the General Body shall not be eligible to apply for Membership/Associateship of the Club before the expiry of three years from the date of expulsion.
- 26.12 This rule shall not apply to termination of Members/Associates for default in payment of dues to the Club.
27. **CESSATION OF MEMBERSHIP/ASSOCIATESHIP:**

The Membership/Associateship shall cease on:

- (i) Resignation/voluntary retirement,
- (ii) Being declared insolvent,
- (iii) Being dismissed from Government Service,
- (iv) Being terminated/expelled under the Rules,
- (v) By natural efflux of time,
- (vi) Being convicted by a Court of Law, for criminal activities,
- (vii) Death.

28. **FORCE MAJEURE**

- 28.1 In the event of the occurrence of any Force Majeure event making it impossible to hold the Annual General Meeting in any year and to hold the elections to the Committee, the term of the existing Committee shall stand extended as per rule 28.2.4.
- 28.2 Further, notwithstanding anything contained in the earlier provision in this Memorandum and Rules, such Force Majeure event shall:
 - 28.2.1 Extend the tenure of the existing Committee for the Force Majeure period;
 - 28.2.2 Continue to vest in the existing Managing Committee all the financial powers, which are required for the day to day operations of the Association only.
 - 28.2.3 The Committee in office during this Force Majeure period shall make all efforts to conduct the Annual General Meeting and election be within 60 days from the date of the AGM in any format at the earliest opportunity.
 - 28.2.4 However notwithstanding anything, as above mentioned, any such extension as mentioned hereinbefore shall be subject to necessary approval for an extension by the Registrar of Societies.

28. **DISSOLUTION:**

The procedure for dissolution of the Club and adjustment of its affairs shall be governed by the provisions of the Karnataka Societies Registration Act 1960.

**CHART 17.1.1: ENTRANCE FEE, SUBSCRIPTIONS, COURSE MAINTENANCE FEES AND MINIMUM CHARGES
(All figures in Rupees)**

Category	Ceiling Limit	Entrance Fee	Subscription Per Month	Course Maintenance Fee Per Month	Minimum Charges Per Month
	(Nos.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
MEMBERS:					
PERMANENT MEMBER	2500	500000	300	400	100
SERVICE MEMBER	500	50000	300	400	100
PERMANENT MEMBER (Under Child of Member)	NIL	50000	300	400	100
FOUNDER LIFE MEMBER	NIL	NIL	NIL	NIL	NIL
HONORARY LIFE MEMBER	NIL	NIL	NIL	NIL	NIL
LIFE MEMBER	250	2500000	NIL	400	100
ASSOCIATES:					
PERMANENT ASSOCIATE	350	1000000	300	400	100
PERMANENT SERVICE ASSOCIATE	70	100000	300	400	100
HON. ASSOCIATE	NIL	NIL	NIL	NIL	NIL
CORPORATE ASSOCIATE:					
Category I	100	3000000	2500	500	100
Category II	75	2000000	2500	500	100
For each Additional Nominee under Category I	1000000	2500	500	100	
TEMPORARY ASSOCIATE (INDIAN)	150	300000	800	800	100
TEMPORARY SERVICE ASSOCIATE	100	25000	500	500	100
SHORT TERM ASSOCIATE (INDIAN)	50	50000	800	800	100
STUDENT ASSOCIATE	200	3000	100	400	NIL
SPOUSE OF DECEASED ASSOCIATE	NIL	NIL	150	200	100

GST & any other taxes as applicable shall be extra.

CHART 17.1.2: ENTRANCE FEE, SUBSCRIPTIONS, COURSE MAINTENANCE FEES AND MINIMUM CHARGES

Category	Ceiling Limit	Entrance Fee	Subscription Proposed	Course Maintenance Fee Per Month	Minimum charges Per Month
	(Nos.)	USD	USD	USD	USD
ASSOCIATES:					
NON RESIDENT INDIAN/ OVERSEAS CITIZEN OF INDIA	200	45000	50	50	NIL
TEMPORARY ASSOCIATE (FOREIGNER)		8500	50	50	50
SHORT TERM ASSOCIATE (FOREIGNER)		1500	50	50	50

GST & any other taxes as applicable shall be extra