

**APPLICATION FORM SET  
FOR  
LAWNS AND GROUNDS  
AT  
ROYAL WESTERN INDIA TURF CLUB, LTD.**

Race Course, Mahalakshmi, Mumbai 400 034  
Telephone : 65 77 00 00 Fax: 23071437

Date: \_\_\_\_\_

To

The Secretary  
Royal Western India Turf Club, Ltd.  
Race Course  
Mahalakshmi  
Mumbai 400 034

Dear Sir,

Kindly grant us permission to use the undermentioned lawns at the Race Course, Mahalakshmi, Mumbai - 400 034, as per the details given hereunder:-

1. Name of Applicant: \_\_\_\_\_

2. Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_

3. Telephone Numbers: (Office) \_\_\_\_\_ (Residence) \_\_\_\_\_

4. Fax Numbers: (Office) \_\_\_\_\_ (Residence) \_\_\_\_\_

5. Lawns required:          Members' Pavilion  
                                   First Enclosure  
                                   Second Enclosure

**Please tick (✓) whichever is applicable.**

6. Purpose: \_\_\_\_\_ of \_\_\_\_\_

7. Date of requirement: \_\_\_\_\_ : Time of Function: \_\_\_\_\_

8. Reference of a Member: Mr./Ms.: \_\_\_\_\_

9. Category of Membership: \_\_\_\_\_

10. Membership No.: \_\_\_\_\_

11. Address of Member: \_\_\_\_\_  
\_\_\_\_\_

12. Telephone Nos. of Member (Office) \_\_\_\_\_ (Residence) \_\_\_\_\_

13. Fax Nos. of Member (Off): \_\_\_\_\_ (Residence) \_\_\_\_\_

14. Letter dated \_\_\_\_\_ from the Member is attached herewith.

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I/We have read the Rules relating to the use of the Club's lawns and grounds at the Mumbai Race Course as stipulated by you in this document and I / We agree to abide by them. I/We hereby consent and undertake to obtain all requisite permissions/licenses from all such authorities as applicable including No Objection Certificate from all such authorities as required, and to furnish copy of the same to the Secretary of the Club at least fifteen days prior to the date of the function. In the event we fail to comply as aforesaid, the Club shall be entitled to cancel or withdraw the permission granted to me/us to use the Club's lawns/grounds for the function on the scheduled date without the Club being liable in any manner to me/us and/or being liable to pay me/us any sums of money by way of compensation, damages or otherwise and/or to forfeit the deposit paid, in part or full, at the sole discretion of the Secretary of the Club.

Subject to necessary permission being granted by the Club to me/us for use of the lawns as requested herein, I/We, hereby agree and undertake as follows:-

- (i) I / We hereby agree and undertake to observe and perform all the rules and regulations relating to hire and use of Club's lawns and grounds including those of Brihanmumbai Municipal Corporation and other authorities and also follow all legal formalities in this regard.
- (ii) I / We hereby undertake that I/We will not carry out any illegal or unlawful activity in the said premises or any activity which is in breach of any of the rules and regulations including those of the Club.
- (iii) I / We hereby further agree and undertake to indemnify and keep indemnified the Club, its Committee as also its officials against any costs, charges, expenses, damages, claims or demands that may be suffered, borne or be made against them in view of the use of the said premises by me/us and/or against all claims, demands, costs, charges, expenses of litigation etc. which the Club, its Committee, Officials or any of them may have to pay, bear or suffer due to any breach or non-compliance of any of the provisions of law, rules, notifications, etc. by me/us including the rules and regulations of the Club relating to use of Club's lawns/grounds.

I/We acknowledge receipt of the Rules and regulations pertaining to the hire and use of the Club's lawns and grounds at Mumbai Race Course together with copies of letters dated 24.12.2002 and 25.01.2006 from the office of Collector, Mumbai enclosed herewith.

I/We herewith enclose Cheque no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on a local bank, towards the necessary charges, etc. including the interest free deposit.

I/We am/are aware that the Club's decision to accept/reject my/our application shall be final.

Yours faithfully,

(Signature of Applicant)

# ROYAL WESTERN INDIA TURF CLUB, LTD.

## RULES RELATING TO THE USE OF CLUB'S LAWNS AND GROUNDS AT THE MUMBAI RACE COURSE.

### Interpretation of words:

1. In these rules, the words, "The Club", "Members", "The Committee" and "The Secretary" shall have the same meaning as respectively assigned to them under the Articles of Association of the Royal Western India Turf Club Ltd.

### Hiring of lawns:

2. The Committee, may, in its discretion, make available the lawns and grounds in the Members Enclosure, First Enclosure and Second Enclosure (Far Pavilions), to Members of the Club for their use, or for the use of their immediate families (immediate family of a member means son, daughter, grandson or grand-daughter), other relatives, individuals or institutions, incorporated or not (hereinafter referred to as the hiring party) on such payments and conditions as hereinafter provided, except that no such hiring of lawns and grounds may ordinarily be made during the undermentioned times/period:-

### MEMBERS' PAVILION:

- (i) On a race day held by the Club.
- (ii) From the Thursday preceding the Indian Derby day till the week-end of the Annual Auction Sales provided the Sale is held in Mumbai. If the sale is not held in Mumbai then till the day of the Indian Derby.
- (iii) From the Thursday preceding the Indian Turf Invitation Cup race day in Mumbai (whenever held) till the Monday following the said race day.
- (iv) On the day prior to sponsored race days provided the sponsors concerned require the lawns.

Note: (a) If the lawns are booked on days on which inter-venue betting operations are conducted by the Club, the lawns will be made available to the hiring party only one hour after the last race.

(b) If a race day is scheduled to be held on a day on which the lawns have already been booked, the lawns will be made available to the hiring party only one hour after the last race.

### FIRST ENCLOSURE:

- (i) On a race day held by the Club.

Note: (a) If a race day is scheduled to be held on a day on which the lawns have already been booked, the lawns will be made available to the hiring party only one hour after the last race.

(b) On an intervenue betting day, the lawns will be hired out only if the function is scheduled for the evening after the last race and no functions will be permitted during the day i.e. until the last race of the day is over.

### SECOND ENCLOSURE (FAR PAVILIONS):

- (i) On a race day held by the Club.

Note: If a race day is scheduled to be held on a day on which the lawns have already been booked, the lawns will be made available to the hiring party only one hour after the last race.

3. In all cases the lawns are to be booked by a Member of the Club.

### Charges and deposits:

4. a) The charges and deposits for the use of pavilion / lawns and grounds etc. which are payable in advance at the time of booking are as decided by the Committee of the Club from time to time. If the hiring party is desirous of using the lawns on day/s prior to the date of the function for decoration / arrangement purpose, then they would be required to pay the day's charges i.e. Hire and Service Charges as also the usual deposit as decided by the Committee of the Club from time to time. If the hiring party is desirous of using the lawns during a part of the previous day of the function, i.e., from 6.00 p.m. to 11.00 p.m. for the purpose of decoration / arrangements, then they will have to pay the necessary charges i.e. Hire and Service Charges as fixed by the Committee from time to time. If the previous day is a Club's race day or Intervenue betting day then the usage will be permitted to commence only one hour after the last race or 6.00 p.m. whichever is later.

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- b) A Member will be entitled for the rates applicable to Members only, provided the function held by him is his personal function / party (**not related to his / her company / institution**) or function/party related to his son, daughter, grandson and grand daughter ONLY, such as wedding, reception, etc, **subject to submitting proof to establish the relationship/s with the Member e.g. passport etc.**; otherwise the Member shall pay the rate applicable to non-members e.g. if a member books the lawns for the wedding of his son, he has to pay at the members rate ( whereas if he books the lawns for the wedding of his brother or any other relative, he has to pay at the non-members' rate).
- c) The various charges indicated in these rules do not include any taxes which may be payable to the Government or any other Authority. Such taxes, whenever payable, shall be paid directly by the hiring party well in advance, under intimation to the Club. The Club will be charging Service Tax as applicable under law, and a separate deposit towards such Service Tax, shall be paid by the hiring party to the Club in advance along with the other charges and deposit.
- d) All the charges / deposits etc. mentioned in these rules are open to change, as per directions of the Managing Committee of the Club from time to time.

#### **Approvals/Permissions, etc. :**

- 5. It will be the responsibility of the hiring party to obtain necessary permission from the various authorities concerned and produce the same to the Club, including the No Objection Certificate from the Collector of Mumbai, in connection with Entertainment Duty Act, 1923 and its amendments, and for ensuring compliance of letter dated 24.12.2002 from Office of the Collector Mumbai City, copy of which is enclosed herewith. Permission from the local police station for the use of PA systems, etc. are also to be obtained.
- 6. In view of the restriction on consumption of power imposed by the Government of Maharashtra, the hiring party will have to obtain necessary approval in writing from the Maharashtra State Electricity Board and the B.E.S.T. with regard to the hiring party's needs of power for that day.
- 7. For electricity generator sets & Temporary Electrical Installation (to supply electricity for illuminations, etc.) intended to be used at the function, the hiring party has to obtain the requisite licence from the office of the Electrical Inspector Division, Industries Energy and Labour Dept., 709, Arun Chambers, 7<sup>th</sup> Floor, Tardeo Road, Tardeo, Mumbai – 400 034 and submit the same to the Club's Office well in advance of the date of the function.
- 8. The hiring party should obtain a licence from the Director, Agents for India, The Indian Performing Right Society Ltd., 717 Dalamal Towers, Nariman Point, Mumbai 400 021 with regard to the use of Copy Right Music, and submit a copy of the same to the Secretary, RWITC Ltd. before the date of the function. The hiring party shall also obtain at its own costs necessary licenses / permissions for use of any copyrighted Sound Recordings (Audio / Visual) and Musical Works, to be played in part or full and which license / permission is in addition to the license / permission which a DJ holds at any function enabling him to do mixing of songs whilst playing. Such license / permission be obtained from the appropriate authority as required such as TPPL (T-Series Public Performance License), Big Music & Video, etc.

#### **Liabilities/Responsibilities:**

- 9. The hiring party shall be exclusively responsible to see that no provision of any law in force is contravened by it or any of its agents or any individuals attending the function etc. The Club shall not take any responsibility whatsoever for any breach of any law or rules framed by any Statutory or Municipal Authority.
- 10. The Club shall not be responsible for any breach of contract by it or its agent arising out of any strike, lockout, stoppage or shortage of labour, failure of electricity, fire, breakdown or accident to machinery, transport, etc. war or state of war declared or undeclared, police action, revolution, riot, civil or political commotion or disturbance, act of legislature or other authority or act of God or enemy, force majeure or any other cause beyond the control of the Club or its authorised agent.
- 11. The hiring party shall be solely responsible for keeping the Club's premises, lawns, etc. in a clean and tidy condition and shall hand over the same, to the authorised agent of the Club in that condition.

#### **Contractors engaged by the hiring party:**

- 12. The hiring party is required to give in writing to the Club, the names and addresses of the contractors they engage for decoration, catering, etc. Further, each Caterer and Decorator who undertakes work for parties would have to lodge an interest free deposit of Rs.2 lacs each, well in advance before the function and in the event of them violating the rules, the Club will be entitled to forfeit such deposit fully or partially at the Club's discretion and as per the Rules relating to the booking of lawns. In the event of there being no violation, the deposit will be refunded to them after the function.

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13. The contractors engaged by the hiring party for decoration work, electrical work, and for catering services in respect of the function, will be required to obtain a prior written permission from the Club for undertaking the necessary decoration work/electrical work/catering services in the Club's premises. This permission will have to be obtained atleast 15 clear days before the date of the function, failing which, the contractors will not be permitted to undertake the abovementioned work in the Club's premises. The hiring party shall inform the contractors concerned to approach the Estate Officer of the Club, in advance, with a request for the necessary permission.
- 14 . The hiring party is required to make necessary arrangements for fire fighting equipment as a precautionary measure & has to inform the Club of the details of the equipment and names of persons handling the equipment.

**Decoration:**

15. The hiring party is required to submit a plan to the Club regarding the decoration work which they intend to undertake at the Club's lawns for the approval of the Estate Officer, Mumbai Race Course, who would accord approval as per the Rules and Regulations of the Club. **Under no circumstances any structure beyond 22 feet height from the ground level will be permitted to be erected.**
16. When the lawn in the FIRST ENCLOSURE is hired out, no decoration work will be permitted to be undertaken on the lawns before 9.00 a.m. on the day of the function, which will obstruct the view of the morning track work. Further, when the lawn is hired out on an intervenue betting day, no partition / decoration will be permitted to be put up for the entrance which will cause inconvenience to the racing public and cause hindrance to the Club's activities.
17. No Decorator / Electrical contractor shall be permitted to suspend flower decoration, fancy lights, halogen lamps etc. taking support of the Club's existing electrical fittings like tubelights, fans, conduit pipes etc. Any violation of this rule will result in forfeiture of the deposit paid by the hiring party to the Club.
18. The hiring party, if they so desire, may erect one stage at place / places on the lawns earmarked by the Club. However, one additional stage will be permitted to be erected on the lawns earmarked for this purpose. The dimensions of such a stage should not exceed 60' x 40'. In such cases, an amount of Rs.50,000/- would be charged extra for granting permission to erect second stage.
19. The hiring party must construct the stage facing the Mahalakshmi Railway Station side and also place the loud speakers in such a way that it should not disturb the residents of the Government Colony.

**Water Fountain:**

20. The hiring party shall not ordinarily be permitted to place water fountains anywhere in the premises of the Club, or dig any holes in the ground. However, if the hiring party who are desirous of placing fountains in the premises, ensure that the Club's properties are not damaged and that the same would be set up and removed without spilling water in the premises of the Club, especially on the lawns, then permission may be granted for placing such fountains. In consideration thereof, the hiring party would be required to pay an amount of Rs.50,000/- towards Service Charges and Rs.1,00,000/- towards deposit. Infringement of the rule shall result in forfeiture of the deposit entirely. This permission may be granted in respect of the functions held in the Members', First and Second Enclosures provided the following day is not a Club's race day.

**Cooking and serving food:**

21. The hiring party shall not be allowed to have any food cooked on the Club's premises. It may, however, get the food heated at the place earmarked by the Club, before it is served. No other ground or places on the Club's premises shall be utilised by it for heating food.
22. No water or any other liquid or solid substance or food items shall be thrown on the Club's lawns, grounds, trees, etc.

**No Carpet on the lawns:**

23. No carpets or durries etc. may be laid on the lawns at the Members, First & Second Enclosures by the hiring party, under any circumstances.

**Generator Sets:**

24. It is mandatory for parties booking the Club's lawns and grounds at the Mumbai Race Course, to hire 2 Generators of the Club, the combined capacity of which is approx. 160 KVA. The cost of hiring the 2 Generators will be Rs.15,000/- per day for the duration of time, from 6.00 p.m. to 12.00 midnight, and a deposit of Rs.20,000/- will have to be lodged with the Club in this regard. The hiring party must remit this payment atleast 15 days before the date of the function. However, if there are functions on the same day in two or three of the Club's Enclosures, then first preference will be given to the party hiring the Members' Pavilion. This may be confirmed from the office of the Club.

**Discontinuation of Water supply:**

25. Supply of water to parties holding functions will be discontinued after 12.00 midnight.

**P.A.System:**

26. The use of the P.A. System is permitted upto 10.00 p.m. only on the day of the function. **If the use of the P.A. System continues beyond 10.00 p.m. upto 12.00 midnight on the day of the function, then 25% of the deposit paid by the hiring party shall be forfeited. If the use of the P.A. System is carried on beyond 12.00 midnight upto 1.00 a.m. then 50% of the deposit paid by the hiring party shall be forfeited. If the use of the P.A. System is carried on beyond 1.00 a.m. then the entire amount of deposit paid by the hiring party will be forfeited and additional penalties levied if warranted.**

**Removal of articles from the premises:**

27. If all articles of furniture, crockery, fittings etc. brought and/or installed by the hiring party are not removed by the hiring party by 6.00 a.m. on the day following the function, then in such an event 50% of the deposit paid by the hiring party shall be forfeited, and if the hiring party does not remove all the articles of furniture, crockery etc. by 10.00 a.m. on the day following the function, then the entire amount of deposit paid by the hiring party shall be forfeited.

**No Fireworks on the premises:**

28. No fireworks will be allowed anywhere on the premises of the Club. **Any violation of this rule will result in the forfeiture of the entire deposit paid by the hiring party to the Club.**

**Non-entry of animals:**

29. No animals, including horses, except for horses specifically owned by the Amateur Riders' Club and which have a valid EIA negative certificate, shall be allowed to enter anywhere on the premises of this Club including the car park area.

**Security:**

30. All Security arrangements shall be made by the hiring party.

**Start of function:**

31. No ceremony or function shall start before 9.00 a.m.

**Traffic Problems:**

32. The hiring party should not create any traffic problems during the function, and will ensure that the function will get over in time as per the restrictions imposed by the Police Authorities from time to time.

**Car Park:**

33. The hiring party shall be entitled to use the main Car Park only, along Keshavrao Khadye Marg (Clarke Road) and entrances along this Car Park.

**Damage to the Club's Premises/Properties:**

34. Any damage caused to the Club's property from the time the lawns, etc. are placed at the disposal of the hiring party upto the time these are handed over to the authorised agent of the Secretary, shall be made good by the person/s who has/have made the application for the use of lawns etc. The cost of the damage, including the question as to whether the damage has been done or not, shall be determined by the Secretary, and his decision in the matter shall be final.

**Cancellation of booking:**

35. a) If the hiring party cancels the booking of the lawns before 60 days of the date of the function, the charges for the day of the function (including hire and service charges) would be refunded after deducting 10% thereon.
- b) If the booking is cancelled within 60 days but before 30 days prior to the date of the function, then 50% of the day's charges will be forfeited, and the balance refunded.
- c) If the booking is cancelled within 30 days of the date of the function then the days charges would be fully forfeited and only the deposit would be refunded.
- d) If the hiring party wishes to advance / postpone their function, the same would be permitted at the discretion of the Secretary and such advancement / postponement would be allowed only once subject to availability of lawns on that day. In case of postponement, the postponed date not to be later than one year after the original date of the function for which the lawns are hired. Subject to availability, if the function is not held within one year, then the day's charges will be fully forfeited. In case of advancement, if the function is cancelled after advancing the same once, the cancellation charges will be calculated from the original date of the booking.

In the case of (b) and (c) above, if the Club gets another party to book the lawns on the cancelled day, then in such eventuality, 50% of the amount forfeited for cancellation would be refunded to the party concerned who has cancelled the booking.

**Withdrawal/Cancellation of permission:**

36. The Secretary of the Club shall have the right to withdraw or cancel wholly or partially, depending upon the requirements of any permission granted by him or by his agent for the use of the lawns, grounds, etc. at any time without payment of any damages. No suit for damages shall lie in any Court on this count. The Secretary of the Club is entitled and shall at all times have the right to withdraw/cancel the permission granted by the Club to use the Club's lawns/grounds on the day for which such permission was granted in the event of the hiring party not having obtained the requisite permissions/licenses/No Objection from all such authorities as required or failing to comply with any of the rules and regulations of the Club in this regard. The Club in such event shall not be responsible or liable to the hiring party for such withdrawal/cancellation of the permission in any manner whatsoever nor shall the Club be liable to pay to the hiring party any sums of money by way of compensation, damages or otherwise for the same. In addition to the aforesaid, the Secretary shall also be entitled to forfeit the deposit paid, in part or full, at his sole discretion.

**Forfeiture of Deposit:**

37. Any breach of any of the conditions stated above may result in forfeiture of the charges paid as deposit. The quantum of deposit which would be forfeited has been specified above in some cases. In other cases, the deposit will be forfeited in full or in part at the discretion of the Secretary. It shall be the responsibility of the hiring party to bring these rules to the notice of its contractors and any other persons concerned for compliance.

THE ABOVEMENTIONED RULES ARE SUBJECT TO ADDITIONS, ALTERATIONS, DELETIONS, MODIFICATIONS OR AMENDMENTS AT ANY TIME WITHOUT NOTICE.

Encl: Letters dated 24.12.2002 and 25.01.2006 from  
Office of Collector, Mumbai to the Club.

BY ORDER OF THE COMMITTEE

SECRETARY,  
ROYAL WESTERN INDIA TURF CLUB, LTD.

I hereby undertake to abide by all the Rules and Regulations pertaining to the hire and use of the lawns and grounds at the Mumbai Race Course as also to all other applicable laws, rules, regulations, bye-laws in force from time to time including the terms contained in letters dated 24.12.2002 and 25.01.2006 issued by the Additional Collector, Mumbai City to the Secretary of the Club and which copy has been received by me alongwith these Rules.

Signature of the Applicant: \_\_\_\_\_

Name: \_\_\_\_\_

Date: