

---

---

**ROSHANARA CLUB LIMITED,  
DELHI-110007**

**(ESTABLISHED 1922)**

Memorandum & Articles of Association

**MARCH, 2022**

---

---

In the office of the Registrar of Joint Stock Companies  
Delhi Province.

I hereby certify that, pursuant to the provisions of Act

VII of 1913

Act

the Memorandum of Association of the

Roshanara Club P. Ltd.

on this day been filed and registered, and that the said Roshanara

Club P. Ltd. is duly incorporated

as a Company limited by guarantee having  
no share capital

Given under my hand and seal this

15 August 1922  
15th August

day of

August 1922  
17

*Corrected in  
the original  
17/8/22  
R.S.*

Fees, Rs. 190/- Re. hundred & thirty only



*[Signature]*  
Registrar, Joint Stock Companies,  
Delhi.  
6. 2. 7. 22

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**THE ROSHANARA CLUB LIMITED**  
**(Incorporated the 15th day of August, 1922)**

1. The name of the company shall be the "Roshanara Club Ltd."
2. The Registered Office of the Company shall be situated in Delhi.
3. The objects for which the Company is established are :
  - (a) To afford to its members all the usual privileges, advantages, conveniences and accommodation of a club.
  - (b) To provide facilities for games, sports and pastimes.
  - (c) From time to time to borrow or raise money which may be required for the purposes of the Club upon Bonds, Debentures, Bills of Exchange, Promissory Notes or other obligations or securities of the Company or by the mortgage or charge of the Company's property, including its uncalled Capital (if any), and the amount guaranteed by the members of the Company for the time being, as mentioned in fourth clause hereof.
  - (d) To purchase, take on lease or hire or otherwise acquire any moveable or immovable property, or any right, or privileges, necessary or convenient for the purpose of the Club.
  - (e) To lay out and prepare, adopt and improve any lands, for the purpose of riding, holding horses and other shows, horse racing, shooting, playing polo, golf, tennis, cricket or other sports or games, thereon or for any kind of athletic sports, entertainments, amusements or recreations and to construct, alter, keep in repair houses, pavilions, refreshment rooms, stables and other buildings, erections and conveniences, whether of a permanent or temporary nature, which may seem directly or indirectly conducive to the Company's objects, and to pull down or demolish, sell or otherwise dispose of any buildings or erection not so required.
  - (f) To invest the money of the company, not immediately required, in such securities as may from time to time be determined by the Committee including any Debentures issued by the company.

(2)

- (g) To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company with power especially to sell, deal in and distribute all kinds of apparatus required for any games, sports or past time, and all kinds of provisions wines, spirits, tobacco and other stores among members and honorary or temporary members, for consumption either inside or outside the premises belonging to or used by the Club and to give and contribute towards prizes, cups, medals, stakes and other rewards whether competed for by members or others.
  - (h) To subscribe, to become a member of or otherwise cooperate with any other Association, whether incorporated or not, whose objects are altogether or in part similar to those of this Company.
  - (i) To remunerate any person or Company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any debentures or other securities of the Company.
  - (j) To do all or any of the above things through trustees, agents or otherwise, and either alone, or in conjunction with others.
  - (k) Generally to do all such other things as are incidental or conducive to the attainment of the above objects.
4. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be member and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Rs. 25/-.
5. If upon the winding up or dissolution of the Company, there remains after the satisfaction of all the debts and liabilities any property whatsoever, the same shall be paid to or distributed among the members of the Company in equal shares.

**ARTICLES OF ASSOCIATION**  
**OF**  
**THE ROSHANARA CLUB LIMITED**

**Interpretation**

1. (i) In these articles
  - (a) "The Act" means the Companies Act, 2013 and any statutory modification thereof and/or provisions of Companies Act, 1956 which not yet notified.
  - (b) "The seal" means the common seal of the Company.
- (ii) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meanings as in the Act statutory modifications thereof in force at the data at which these regulations become binding on the Club.
2. The Company for the purpose of registration is declared not to exceed 5000 Members.
3. The Committee here in after mentioned may, whenever they think fit, register an increase of Members.
4. The Club shall be conducted on the lines of a first class Club, Membership will be open to ladies and gentleman approved by the Committee regardless of race, politics or creed.
5. The Committee hereinafter mentioned shall have the power to invite such persons as they think fit to be patrons or vice-patrons of the Club, who need not be Members of the Club.
6. The President of India, the Vice-President of India, The Prime Minister, the Head of various Armed Forces, Central Ministers, Speaker of the Lok Sabha, Governors, Chief Justices and the Lt. Governor of Delhi, or the Heads of the Delhi Administration may be invited by the Committee to become the Member without ballot.
7. Members of the Company shall consist of:-
  - (a) All persons who within three months from the date of registration of the Company were declared Members of the Club by the resolution passed at the meeting of the signatories of the Company's Memorandum of Association and have continued to be Members since.
  - (b) All persons who were shown on the register of members as members of the Company on 31st August, 1927, and have continued to be members since.

(2)

- (c) Such other persons as shall from time to time be elected as members in accordance with these Articles.
- Proposal for Membership of** 8. Every candidate for admission to the Club must be proposed by one member and seconded by another to both of whom he must be personally known; and a proposal letter, signed by the proposer and seconder, must be sent to the Secretary stating the candidates names, father's name, rank, profession or occupation (if any) and place of residence and such other particulars as may be prescribed by the Committee.
- Election of Members** 9. The election of a candidate seeking membership, unless these Articles otherwise provide, shall be by ballot of the Committee taken at a meeting.
- (a) The names of candidates for election shall be sent to each member of the Committee ordinarily five days before the holding of the said meeting. They shall also be entered in a book kept for the purpose, which shall be placed in a conspicuous part of Club premises ordinarily for five days before the holding of the said meeting. The book will be open for the recording of opinions of members who will do so by signing their or name in the book and by simultaneously putting a ball into the 'Yes' or 'No' box. The committee, at their meeting, will give consideration to the opinions expressed in this manner.
- (b) To render a ballot valid at least a quarter of the members of the committee must be present at the meeting. No member of the committee can vote except in person at the meeting. Four adverse votes or one in three whichever is less shall exclude such candidate from membership.
- (c) Should a ballot remain incomplete after the expiry of nine months from the date of the candidate's proposal the candidate name shall be deemed to have been withdrawn.
- (d) A candidate's name may be withdrawn before the ballot is closed upon a written request to that effect being addressed to the Secretary by the candidate himself or by his proposer or seconder.
- (e) If the candidate is not elected the fact shall be recorded and the Secretary shall inform the candidate or his proposer and seconder of his non-election. Particulars of the voting are confidential.
- (f) A candidate not elected shall not be proposed again for election until after the expiry of six months.
- (g) A candidate shall not be proposed or seconded by a member of the Committee.
- Notice of election of member** 10. On the election of a member the fact shall be notified to him in writing by the Secretary by a notice.

(3)

11. (a) The entrance fee of each candidate applying for 'ordinary' membership of the club shall be Rs. 13,00,000/- plus taxes as applicable payable with the proposal for membership. In the event of candidate failing to be elected or the name being withdrawn within Rules 9(d), the entrance fee of Rs. 13,00,000/- less expense shall be refunded to such candidate. A dependent candidate seeking membership of the Club during the subsistence of permanent membership, (life & ordinary) of the parent shall be eligible for election to ordinary membership of the Club, on payment of a sum of Rs. 2,00,000/- plus taxes only by way of entrance fee. A dependent candidate would mean son and daughter aged upto 30 years of age, of a member who has completed membership in the club for 10 years prospectively. The committee is empowered to enhance all type of entrance fee from time to time.
- (b) The entrance fee under the category of "Transfer of Membership" shall be Rs. 11,00,000/- plus taxes payable with the proposal for the membership under the category.
  - i) The members who are having membership of 20 years or more can apply for their intention to resign. In lieu of his resignation such member shall be entitled to a sum of Rs. 2,50,000/- as Exit Compensation after the inclusion of a new member under this category (Transfer of membership) subject to screening under Article 9 of the Memorandum and Article of Association.
  - ii) The other condition shall remain the same as of a ordinary member.
12. Annual Subscription
  - (a) The annual subscription of members is Rs. 800/- & Rs. 2000/- for resident and non resident members respectively. This subscription shall be paid by all 'members' except life, temporary and casual members.
  - (b) The annual subscription of Rs. 800/- to the Club shall be confined to the categories of members set out in Article 12 resident within the territory of Delhi and N.C.R. and Rs. 2000/- per annum from non-resident members.
13. Monthly Subscription
  - (a) The monthly subscription of ordinary members resident within a distance of 60 kilometers from the Club shall be Rs. 800/- per month or part of month payable in advance.
  - (b) Senior citizen over the age of 65 years who has completed 20 years of ordinary membership of Club, shall be charged only 50% of normal subscription fee.
  - (c) Subscription of members over the age of 70 years: No annual & monthly subscription will be charged from the club members on attaining the age of 70 years subject to the condition that he has been a member of the Club for at least 10 years on attainment of age of 70 years.
14. No monthly subscription will be charged from non-resident members but when in Delhi for more than a week in a month they shall pay the ordinary subscription.
15. The term non-resident member shall include :-
  - (a) Members not ordinarily resident within the territory of Delhi.
  - (b) Such member who ordinarily reside within these limits may cease to reside therein for six continuous months or more, and give notice in advance of their desire to be treated as non-resident members during the period of their absence.

**Non-resident  
Members**

(4)

- Life Members** 16. Notwithstanding anything stated in these rules Life Members of the Company shall consist of:-
- (a) All persons who were shown on the Register of Members as Life Members of the Company on 31st August, 1927.
  - (b) Any person may at any time with sanction of the committee on donating not less than Rs. 20,00,000/- in lump sum become a Life Member of the club. Committee may restrict the number of Life Member or suspend the operation of this rule from time to time, as they may deem expedient. The committee is empowered to enhance all type of donations amount from time to time.
  - (c) Life Members shall not be liable to pay ordinary, annual, monthly or games subscription.
- Temporary Members** 17. Any candidate for admission as an 'Ordinary' 'Life' Member or 'Special Member' of the Club pending consideration of his candidature by the Committee or any other person not a resident of Delhi may on being duly proposed and seconded, be elected by not less than 2 Members of the Committee a temporary member of a Club. During such period of Temporary Membership such Members shall pay a fortnightly subscription amounting to 50% of the monthly subscription provided, however, that on his being elected as a member, half the amount so paid during temporary membership shall be applied towards payment of the entrance fee or Life Membership donation as the case may be. The period of Temporary Membership shall not exceed nine months in a Year.
- Special Members** 18. The committee is empowered to elect :-
- (a) Commissioned Indian Army, Navy, or Air Force Officers not below the Rank of Colonel or equivalent or similar officers of other countries stationed in Delhi Territory or area.
  - (b) Personnel of Foreign Embassies, Consulates and High Commission.
  - (c) Widow/Widower of deceased Members would be eligible to become a special member if she/he so desires, so long as she/he does not marry again, and his/her dependants would be entitled to become dependant members.
  - (d) Executives of the Corporate sector of the rank of Director/ General Manager/Managing Director sponsored by their companies. Not more than two executives shall be nominated by a Corporate Sector Company. Entrance fee for the two executive candidates applying for a membership shall be Rs. 15 Lacs payable with the proposal of such membership. The annual and monthly subscription for such members shall be the same as that of an ordinary member. Such members shall not have



(5)

any right to vote at meeting or being elected on committee or to receive any notice of the meetings. The member(s) shall cease to be such member(s) when their company sponsors another candidate(s) in his/their place.

Monthly subscription of all the above categories will be the same as for Ordinary Members. Such Member shall not have any right to vote at meetings or of being elected on committee or to receive any notice of the meeting.

A Special Member retiring from service but wishing to continue as a member of the Club may, subject to the approval of the Club Committee, be entitled to remain a Special Member as set forth in this Article without having to pay the usual entrance fee but to pay the monthly subscription as an ordinary member as set forth in Article No. 13(a). The committee is empowered to enhance all type of entrance fee from time to time.

- (e) The maximum period for the Corporate Members shall be 15 years, which may be extended to a further period of one year which shall be subject to the approval of Club Committee with such terms and conditions as the Committee deem fit.

**Higher Service  
Member**

19. The Committee is empowered to elect employees in the service belonging to Central Government, a State Government, the Delhi Administration and members of Judiciary and posted at Delhi at the post in PB-4 Rs. 37,400/- to Rs. 67,000/- as on 25.09.2014, as a special member. Entrance fee of each candidate applying for membership shall be Rs. 2,00,000/- payable with the proposal of such membership. The annual & monthly subscription for such members shall be the same as that of an ordinary Member. Such member shall not have any right to vote at meeting or being elected on committee, or to receive any notice of the meetings. He shall cease to be such a member when he ceases to be in the Higher Service. The committee is empowered to enhance all type of entrance fee from time to time.

**Visitors of  
distinction &  
members of  
sporting teams**

20. Wives & unmarried daughters of the members are entitled to use the Club in all respects subject to the Byelaws of the Club.
21. (a) The Committee is empowered to invite visitors of distinction & members of Cricket or other sporting teams visiting Delhi to become Honorary Members of the Club during their stay. This courtesy is to be extended free of entrance fee or subscription and can be repeated to same persons more than once.
- (b) The Committee may from time to time, in special cases invite other gentlemen to consider themselves Honorary Members of the Club, either with or without payment of monthly subscription.

(6)

- Privilege of Special, Honorary & Temporary Members** 22. Special, Honorary, temporary and Casual Members shall be entitled to all the privileges of the Club subject to such restrictions and regulations as may be prescribed in the Rules and Byelaws of the Club, but shall not vote at meetings or be elected on Committee and shall not be entitled to receive any notice of the Meetings.
- Decision of Committee as to Subscriptions** 23. Upon any question that may arise as to the nature or amount of any subscription or payment said to be due by any member under these Articles, the decision of the Committee shall be final and binding.
- Termination of membership** 24. A member's connection with the Club shall terminate in any of the following ways :-
- (i) by voluntary resignation in a letter addressed to the Committee.
  - (ii) by his being adjudicated insolvent.
  - (iii) by his being dismissed from the Public Service.
  - (iv) by his being found guilty by a competent Tribunal of an offence involving in the opinion of the Committee gross misconduct or moral turpitude.
  - (v) if he becomes of unsound mind.
  - (vi) by the erasure of his name from the list of members under Article 27.
  - (vii) by expulsion.
  - (viii) by the erasure authorized by the Club Committee due to the member defaulting three times in a financial year by notice served on him of such erasure of his name.
- Re-election as members** 25. Any person ceasing to be a member by the operation of clause (i), (ii), (v) and (vi) of Article 24 shall be eligible for re-election always provided that in the case of the operation of clause (vi) all sums due from him to the club shall have first been paid. Gentlemen ceasing to be Members under clause (iii), (iv) or (vii) shall not be re-admitted.
- Resignation of membership** 26. Any member wishing to withdraw from the Club must give notice thereof in writing to the secretary and must pay all subscriptions and sum of money due by him to the Club at the time of his withdrawal failing which his resignation will not be accepted.
- Payment of Bills** 27. If any member fails or neglects or refuses to pay his bills for subscriptions, supplies or other dues of the Club within 15 days of its presentation or his card losses within such time as may be prescribed under the card Bye-laws (the Club in no way being responsible for payment of such losses) he shall be liable to have his name posted in a conspicuous part of the Club House. Notice of the Committee's intention to so post his name shall be sent to him by registered letter addressed to his last known place or residence or business intimating that unless the amount due from him is brought down to less than Rs. 5000/-, within days of the registered notice, his name will be duly posted.

(7)

<b>Posting name of member brought down</b>	If payment is not made within the time specified, the name may be posted and if within seven days the amount has not been paid and to less than Rs. 5000/- the Committee may erase his name from the list of members and thereupon it shall be notified to him that he has ceased to belong to the Club.
<b>Re-instatement of member</b>	A defaulting member whose name has been erased in default of non-payment of club dues of Rs. 5000/- or more, may apply for fresh membership within a period of Five years from the date of erasure of his/her name and in the event of being elected he/she will be required to pay all the previous Club dues along with the subscription for the period from the date of erasure of his/her name to the date of his/her re-election along with due interest & in addition Rs. 20,000/- plus taxes applicable.
<b>Effect of posting name of members</b>	No member who is posted as a defaulter under the provision of this rule shall be entitled during the default to exercise any of the privileges of membership and shall not attend and vote at any meeting or receive notice thereof.
<b>Forfeiture on termination of membership</b>	28. Any person on ceasing to be a member of the Club in accordance with these Articles shall forfeit all rights to or claim upon the Club or its property or its funds, except as a Debenture Holder.
<b>General Meeting</b>	29. All general meetings other than the Annual General Meeting shall be called Extraordinary General Meetings. 30. The Committee may, whenever it thinks fit, call Extraordinary General Meetings.
<b>Proceedings at General Meetings</b>	31. (a) No business shall be transacted at any General Meeting unless a quorum of members is present at time when meeting proceeds to business. (b) Save as herein otherwise provided 15 members present in person shall be a quorum. 32. (a) If within half an hour from the time appointed for holding the meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved. (b) In any other case, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other date and such other time and place as the Committee may determine. (c) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be quorum. 33. The president of the Club shall preside as a Chairman at every General Meeting of the Club.

(8)

34. If the president is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as a Chairman of the meeting, the Vice-president of the Club shall be the Chairman of the meeting.
35. If both the President and failing him the Vice-president are not present within fifteen minutes after the time appointed for holding the meeting, or are unwilling to act as a chairman of the meeting, the members of the Committee present shall elect one of the members to be the Chairman of the Meeting.
36. If at any meeting, no Member of the Committee is willing to act as a Chairman or if no Member of the Committee is present within fifteen minutes after the time appointed for holding the meeting, the member present shall choose one of the members to be the Chairman of the meeting.
37. (a) The Chairman may, with the consent of any meeting at which Quorum is present, shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.  
(b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.  
(c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.  
(d) Save as aforesaid, it shall not be necessary to give any notice of adjournment or the business to be transacted at an adjourned meeting.
38. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to second or casting vote.
39. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
40. Every member present in the meeting shall have one vote. Members will not be entitled to vote by Proxy.
41. No member shall be entitled to vote at any General Meeting if his name is posted under Article 27.
42. (a) No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purpose.  
(b) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

(9)

- Management of the Club**
43. The management of the affairs and concerns of the Club shall be vested in a committee which shall consist of one member out of every ten members of the Club with a minimum of ten members and a maximum of fifteen members.
44. (a) The members of the Committee shall be elected at every Annual General Meeting of the Club.
- (b) At the Annual General Meeting in each year, all the members of the Committee for the time being shall retire from office.
- (c) Retiring members of the Committee shall be eligible for re-election.
- Vacancy in the Committee**
45. Any vacancy, permanent or temporary, occurring in the committee in the course of the year may be filled by the members of such committee for the period of such vacancy. A vacancy shall be deemed temporary when a member is absent with the leave of Committee.
- If any member of the Committee is absent from three consecutive meetings of the Committee shall be ipso facto vacate and/or as per the provisions of the Act as may be modified from time to time.
46. The committee shall elect annually at their first meeting President, a Vice President, an Additional Vice President, Senior Joint Vice President, Junior Joint Vice-President, Deputy Joint Vice President, a Hony. Gen. Secretary and Hony. Treasurer and other office bearers of various Sports and other activities as they may deem fit and if permanent vacancy occurs at their subsequent meeting. A temporary vacancy may be filled up during the absence by an acting appointment.
47. At every meeting of the Committee one third of its strength shall be the quorum. Every member of the Committee shall have one vote and in the event of equality of votes the chairman shall have the second or the casting vote.
48. In the absence of the President and the Vice-President the Committee shall elect their own Chairman.
49. "The Committee shall meet once in every calendar quarter, with a maximum interval of one hundred and twenty days between any two consecutive meetings of the Committee such that at least four meetings are held in each calendar year to examine the accounts and for dispatch of current business.
50. Save as otherwise expressly provided in the Act, or in these Articles, questions arising at any meeting of the Committee shall be decided by a majority of votes.
51. A statement showing the income & expenditure together with the profit and the loss in the working of the Club during the proceeding

month as far as possible be furnished by the Secretary to each member of the committee for consideration at the regular monthly meeting and as far as practical statements of the actual liability for the preceding month and of the outstanding debts (if any) due by members of the Club at the end of the previous month shall be laid on the table at each monthly meeting of the Committee.

52. A meeting of the Committee at which the quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by order or under the regulations of the Club, for the time being vested in or exercisable by the Committee generally.
53. The committee shall be the governing body of the said Roshanara Club and in addition to the powers and authority by statute or by these Articles expressly conferred upon them, may exercise all such power and do all such acts and things as shall by statute or by these Articles of Association be directed or authorized to be done by the Club in General Meeting, but subject nevertheless to such acts and things as a Company Limited by guarantee and which are not by these Articles, or by statute expressly directed to be done by the club as are not regulated by statute or by these Articles of Association to such regulations or directions as may from time to time be determined upon or given at any Annual or Extraordinary General Meetings of the Company provided that no such regulations or directions shall invalidate any prior act of the Committee which would have been valid if the regulations or directions had not been made or given.
54. The Committee shall have power from time to time to make such bye-laws, rules and regulations (not being inconsistent with these Articles or with any regulations or directions as may from time to time be determined upon or given at any Annual or Extraordinary General Meetings of the Club) for the internal management of the Club and for the regulation of all the amusements and concerns of the Club as they shall think proper, and from time to time to amend or cancel any bye-laws, rules and regulations for the time being in force and to appoint and dismiss the servants of the Club. Such bye-laws may prescribe subscriptions or charges for games, amusements and other activities for members and ladies entitled to use the Club who play Tennis, Golf, Cricket, or other games and swim on the Club grounds and may also prescribe special charges payable by members or ladies entitled to use the Club in connection with any special occasions. They may make rules and regulations to regulate the admission, entry or introduction of guests on the Club.
55. In furtherance and not in limitation of and without prejudice to the

(11)

general powers conferred by or implied in Article 53 & 54 it is hereby expressly declared that the Committee shall be entrusted with and shall exercise and perform the following powers and duties :-

- (a) Generally to purchase, take on lease or in exchange or hire or otherwise acquire for the purpose of the said Club any moveable property and in particular furniture of Club and household effects, wines, tobaccos, stores, utensils, books, newspapers, periodicals, musical instruments, fittings, apparatus, appliances, and conveniences which the Committee may think necessary for the purpose of the Club and to sell or dispose off the same and rights or privileges which the said Committee may think necessary for the purpose of the business of the said Club.
- (b) To make such arrangements for payment and discharge of all outstanding liabilities of the Company as they may from time to time consider necessary.
- (c) Forthwith to borrow or raise a sum not exceeding Rs. 2,00,000/- upon such terms and they may think fit by the issue of Debentures or Debenture Stock charged upon any of the Club's property both present and future including the sum not called on the guarantee of each member and in addition there to with the sanction of three-fourths of members of the Club present in person, at any Extra-Ordinary General Meeting to be called for the purpose of the Club in such manner as the Committee may think fit and in particular, by the issue of Debentures or Debenture stock perpetual or otherwise charged upon any of the Club's property both present and future including the sums not called on the guarantee of each member or by issue of bills of exchange,, promissory notes or other obligations or securities of the Club or by the mortgage or charge of all or any of the property or assets of the club.
- (d) To open banking account or accounts and to operate thereon and for such purpose to empower a member or members of the company or the Honorary Secretary or Secretary to operate thereon on behalf of the Club.
- (e) The management to invite tenders for all projects as New construction, Additions, Alterations, Repairs & Maintenance of existing building, structures, furniture & equipments and where the cost of such project exceeds Rs. 5 lakhs and to capitalized.

**Suspension  
of Member**

56. After every AGM a Discipline Advisory Committee of five members will be constituted consisting of the elected President & Hon. Gen. Secretary along with three senior members of the Club (who have been members for at least 15 years) & who are not members of the current elected Managing Committee.

(12)

The members of the Discipline Advisory Committee are authorized jointly/severely to take necessary interim action, as specified hereinafter, including temporary suspension provided such action has verbal/written consent of at least three out of five members.

- (a) That to suspend a member whose conduct in their opinion is likely to endanger the harmony or prejudicially affect the character, reputation, stability or interest of Club, for an interim period not exceeding 10 days, during which, the Discipline sub committee must investigate & decide final course of action keeping in view the Code of Conduct of the Club.
  - (b) That in the event that the Discipline sub committee is unable to decide the matter under consideration within 10 days because of any reason whatsoever, in that case, the period of suspension could be further extended for 10 days by the Discipline sub committee for deciding the course of action. No extension will be permissible thereafter by the sub committee.
  - (c) That the Discipline sub committee, if it finds appropriate, may revoke the suspension provided in clause (a) any day from the day it first meets to investigate.
  - (d) The decision of the Discipline sub committee shall be final and binding with respect to the suspension of the member, as well as, other punishments subject to code of conduct and the constitution of the Club.
- 56A. If any member is guilty of such conduct as, in the opinion, of the Managing Committee, is likely to endanger the harmony or, in its opinion, prejudicially affect the character, stability or interest of the Club, such member shall be liable to expulsion by a resolution of the Managing Committee, provided that not less than three fourths of the members of the Managing Committee or two-thirds of the members of the Managing Committee present at the meeting, whichever is larger, shall have voted in favour of the same, provided also, that at least fourteen days notice of the meeting given, at which such resolution for his expulsion is intended to be moved, and that he shall have had an opportunity of giving such defense as he may think fit. It shall be in the power of the Managing Committee to suspend such member from the Club till such resolution has either been passed or rejected. The Managing Committee shall give or post to him by registered post a letter containing a notification of the said resolution. On the passing of such resolution the member shall forth with cease to be a member of the Club and shall not have any claim against the Managing Committee or the Club. any fees or subscription paid in advance after



adjusting the same towards the dues by him shall be refundable. No appeal shall lie from the decision of the Managing Committee.

**Expulsion  
of Member**

57. Any member expelled from the Club shall forthwith cease to hold founders Debentures or Mortgage Debenture of the Club and any such Debenture will be redeemed at par value of the Club.

58. The Committee may, subject to the provision of the Act, delegate any of its powers to such sub-committee or sub-committees consisting of such member or members of its body as it thinks fit.

Any sub-committee so formed shall, in the exercise of the powers so delegated confirm to any regulations, that may be imposed on it by the committee.

59. All acts done by any meeting of the Committee or of a sub-committee thereof, or by any person acting as a member of the Committee, or sub-committee shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such members of the Committee or of any person acting as aforesaid or that they or any of them were disqualified; be as valid as if every such member of the Committee or such person or persons had been duly appointed and was qualified to be a member of the Committee or sub-committee.

60. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Committee or the Sub-Committee, thereof shall be as valid and effectual as if it has been passed at the meeting of the Committee or Sub-Committee duly convened and held.

**Accounts**

61. If it is decided to appoint a paid Secretary, the appointment shall be made by the Committee. The term Secretary as appearing in these Article, unless the context shows otherwise, shall equally apply to Honorary or paid Secretaries.

62. The Committee shall cause true accounts to keep of all sums of money received and expended by the Club and matters in respect of which such receipts and expenditure takes place, of all sales and purchases of goods by the Club and assets, credits and liabilities of the Club.

63. The books of accounts shall be kept at the registered office of the Club or such other place as the Committee thinks, fit, and subject to any reasonable restrictions as to time and manner of inspection of members and no member or members 'Not being a member of the Committee' shall have any right of inspecting any accounts or book or documents of the Club except as conferred by statute or authorized by the Committee or by a resolution of the Club in General Meeting.

64. The Committee shall as required by relevant provisions of the Act and such other notification as may be done in the Act, cause to be prepared and laid before the Club at Annual General Meeting such income and expenditure accounts, balance sheets and reports as are required by provisions of the Act.

**Auditors**

65. The Club shall at each Annual General Meeting appoint an auditor or Auditors to hold office from the conclusion of next General Meeting and/or as per the provisions of the Act as may be modified from time to time.

66. The remuneration of the auditor of the Club be fixed by the Club in the Annual General Meeting or in such manner as the Club in General meeting will determine.

In case of an auditor appointed by the Managing Committee or the Central Government, the remuneration may be fixed by the Committee or the Central Government as the case may be.

67. The Committee shall fill any casual vacancy in the office of an auditor.

**Common Seal**

68. (a) The Club shall have a common seal and committee shall provide for the safe custody of the seal of the Club which will not be used except by the authority of resolution of the Committee and in the presence of at least one member of the Committee and the Secretary or some other person appointed for the purpose by the Committee.

(b) Every instrument to which seal is affixed shall be signed by each member, and by the Secretary or the person so appointed by the Committee for that purpose.

**Notice**

69. (a) A notice may be given by the Club to any member either personally or by sending it by post to him to his registered address and/or as per the provisions of the Act as may be modified from time to time.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

(15)

70. If a member has no registered address and had not supplied to the Club address for giving notice to him, a notice addressed to him and advertised in a newspaper circulating in the neighborhood of the registered office of the Club shall be deemed to be duly given to him on the day on which the advertisement appears.
71. Notice of every General Meeting shall be given in the same manner herein before authorised to (a) every member of the Club entitled to receive notice of, within India, have not supplied to the Club an address within India for the giving of notice to them and also (b) to the auditors of the Club.
72. The signature of any notice to be given by the Club may be written or printed.

*(Note: The amendment to Articles of Association and alignment of articles as per the requirements of new Companies Act, 2013 has been approved vide Special Resolution by the members of the Company in Annual General Meeting held on 28th September, 2015).*

Note #1

The Company in its Annual General Meeting held on 28th September, 2015, altered its Articles of Association by passing special resolution.

Note #2

The Company in its Extra Ordinary General Meeting held on 09th January, 2016, altered its Articles of Association by passing special resolution.

Note #3

The Company in its Extra Ordinary General Meeting held on 24th January, 2018, altered its Articles of Association by passing special resolution.

Note #4

The Company in its Annual General Meeting held on 30th November, 2021, altered its Articles of Association by passing special resolution.