

## **MEMORANDUM OF ASSOCIATION OF THE SPORTS CLUB OF GUJARAT LIMITED**

1. The name of the Company is "*The Sports Club of Gujarat Limited*".
2. The registered office of the Company (hereinafter called "*the Club*") will be situated in the State of Gujarat.
3. The objects for which the Club is established are:-
  - (a) To encourage and promote the game of Cricket and other games and sports in the State of Gujarat.
  - (b) To lay out any ground for playing the game of Cricket and for other games & sports & for other purposes of Club and to provide pavilions, refreshment rooms, and other conveniences in connection therewith, and with a view thereto to purchase, lease or otherwise acquire land at such price or rent and for such period and upon such terms and conditions as may deem expedient.
  - (c) To finance or assist in financing visits of foreign teams to India, and visits of Indian teams to foreign countries.
  - (d) To organize or promote or assist in the organization or promotion of local and state cricket & sports & games associations and of inter-state tournaments, not in conflict with any existing organizations.
  - (e) To organize, promote and afford facilities within any premises of the Club and to use any such premises, for any form of game and any form of athletics, sports, recreation, sporting event, entertainment, exhibition or display, and for holding meetings for any such form of game, athletics, sports, recreations, sporting events, entertainments, exhibitions or displays.
  - (f) To afford its members all the usual privileges, conveniences and accommodation of a residential club.
  - (g) To promote and hold either alone or jointly with any other association, club or person cricket matches and competitions, and matches and competitions in any other form of game, athletics or sports, and all kinds of sporting events, entertainments, exhibitions and displays and to give or contribute towards awards and distinctions, and to promote, give or support dinners, concerts, conferences and other entertainments.
  - (h) To establish, promote or assist in establishing and promoting and to subscribe to and to collaborate and to become member of any other association or club, whether incorporated or not whose objects are similar or in part similar to the objects of Club, or the establishment or promotion of which may be beneficial to the Club or in particular to subscribe to, to finance, give or lend money to, and guarantee the contracts of, any cricket or sports or games association or any other body for the time being controlling the sports & games and any recognized state sports & games associations or clubs and to make any reciprocal arrangements with any of them.
  - (i) To buy, repair, make, supply, sell and deal in all kinds of apparatus and appliances and all kinds of provisions, liquid and solid required by persons frequenting the Club buildings or the sports grounds or other premises of the Club.
  - (j) To purchase, take on lease or hire or otherwise acquire any moveable or immoveable property or any rights or privileges necessary or convenient for the purposes of the Club.

- (k) To construct or alter or keep in repair any buildings required for the Club and to pull down or demolish any buildings not so required.
  - (l) To raise money by subscriptions and to grant any rights and privileges to subscribers.
  - (m) To hire and employ secretaries, clerks, managers, coaches, professionals, umpires, scorers, referees, servants and workmen and pay them and other persons in return for services rendered to the Club, salaries, wages, bonus, gratuities and pensions.
  - (n) To pay all or any part of the expenses of any cricket match tour or tournament or any other sporting event or match or competition in any other form of games, athletics or sports and any kind of entertainments, exhibitions or displays.
  - (o) To invest and deal with monies of the Club not immediately required in such manner as may from time to time be determined.
  - (p) To borrow or to raise money which may be required for the purposes of the Club upon bonds, debentures, bills of exchange, promissory notes, or other obligations or charges of the Club property.
  - (q) To construct on any premises of the Club, buildings of any kind for residential, commercial, sporting or other uses and to repair or alter or pull down or demolish the same, and to name any structure after the name of the Donor, or of any person suggested by the Donor of an adequate amount.
  - (r) To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with, all or any part of the property of the Club whether immoveable or moveable with power especially to sell and distribute tobacco and other edibles & stores among members & visitors for consumption inside the permanent or temporary premises of the Club.
  - (s) To lend money to such persons, associations, clubs and companies and on such terms as may deem expedient for any of the objects of the Club and to guarantee the performance of contracts or the payment of money by any such persons, associations, clubs or companies.
  - (t) To borrow or raise or secure the payment of money in such manner as the Club shall think fit and in particular by the issue of debenture or debenture stock perpetual or otherwise charged on any or all of Club's property both present and future and to purchase, redeem, or pay for any such securities.
  - (u) To create or undertake, and execute any trusts the creation of undertaking whereof may deem desirable and either gratuitously or otherwise.
  - (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Club, wheresoever derived, shall be applied solely towards the promotion of the objects set forth herein and no portion thereof shall be paid off by way of dividend, bonus or profit to any of the members, provided that nothing herein contained shall prevent the payment on good faith of remuneration or fees to members for services actually rendered to the Club.
  5. The liability of the members is limited.
  6. Every member of the Club undertakes or guarantees to contribute to the assets of the Club, in the event of the same being wound up during the time he is a member or within one year afterwards, for payment of the debts and liabilities of the Club contracted before the time at which he ceased to be a member, and of the costs, charges, and expenses of winding up the same, and for adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one rupee.
  7. If upon the winding up or dissolution of the Club, there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be paid to or distributed among the members of the existing club in equal shares and for members of new unit it will be as per sub clause 7 of the Terms and Conditions mentioned in Clause 3(O) of the Articles of Association of the Club.

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

<b><i>Names</i></b>	<b><i>Addresses, Description and Occupation of Subscribers</i></b>
(1) Chinubhai Chimanlal	Son of Chimanbhai Lalbhai Mill Agent, Shahibaug, Ahmedabad - 4.
(2) Narottam K. Jhaveri	Son of Keshavlal L. Jhaveri Business, Zaveriwad, Ahmedabad.
(3) Martandrai G. Shastri	Son of Gangashanker S. Shastri Business, 708, Sankadi Sheri, Ahmedabad.
(4) Jayantilal Chimanlal Kusumgar	Son of Chimanlal Vadilal Kusumgar Business, 4, Dasha Porwad Society, Ellisbridge, Ahmedabad - 7
(5) Jitendra Jiwanlal Thakore	Son of Jiwanlal Balwantray Thakore Business, Golwad, Khadia, Ahmedabad.
(6) Hariprasad Keshariprasad Thakore	Son of Keshariprasad Sakarlal Advocate, 8, N.B.Society, Ellisbridge, Ahmedabad - 7
(7) Ramanlal C. Parikh	Son of Chimanlal Bapalal Parikh Business, Lalit Kunj, Shahibaug, Ahmedabad.

Dated this 7th day of December, 1962

Witness to the above signatures

Himatlal Vrajlal Dave

Son of Vrajlal Nandlal Dave  
Service  
Opp. English Cinema,  
Lakhia's Building,  
Ahmedabad - 1.

## **ARTICLES OF ASSOCIATION OF THE SPORTS CLUB OF GUJARAT LIMITED**

1. In these Articles unless there be something in the subject or context inconsistent therewith:-

“The Club” or “The Company” means “The Sports Club of Gujarat Limited.”

“Members” in relation to the Club means

The subscriber to the Memorandum of Association of the Club, who shall be deemed to have agreed to become member of the Club and upon its registration, shall be entered in the register of members.

Every other person who agrees in writing to become member of the Club by accepting the conditions in terms of these Articles of Association and Bye Laws of the Club.

And include Patron-in-Chief, Honorary Patron, Life Member, Ordinary Member, Institutional Member or its nominee, Temporary Member, Service Member, Honorary Member, Sports Member, Spouse Member, Joint Member, Provisional Member and Parental Member.

“The Board” or “Board of Directors” in relation to the club means the collective body of directors of the company constituted as provided in these Articles.

“The Secretary” means Hon. Secretary and/or Joint Hon. Secretaries and the Office Bearers' means “President, Vice President I, Vice President II, Hon. Secretary” for the time being of the Club.

The expression “Local Area” shall mean and include the area where the Club is situated and within 100 Kilometers radius thereof.

“The Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.

“Agency” means the National Securities Depository Limited, the Central Depository Services (India) Limited or any other entity approved by the Ministry of Corporate Affairs subject to the condition that the National Securities Depository Limited, the Central Depository Services (India) Limited or such other entity which has obtained a certificate from the Standardization Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India including with regard to compliance with parameters specified under the definition of Secured System.

“The Seal” means the common seal of the Club.

“Entrance Fees” shall mean and include the fees while availing the Club membership.

Words imparting the singular number include the plural and masculine gender shall include feminine gender and vice-versa.

Unless the context otherwise requires, words or expressions contained in these regulations shall have the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Club.

### **MEMBERSHIP**

2. For the purpose of determination of registration fees, the maximum number of members is 15,000.

### **MEMBERS**

3. Classes: There shall be following classes of members

- (A) Patron in Chief/ Honorary Patron Member
- (B) Life Members

- (C) Ordinary Members (General Category)
- (D) Member's Son/Daughter Members
- (E) Selected Relative Members
- (F) Institutional Members
- (G) Service Members
- (H) Honorary Members
- (I) Sports Members
- (J) Spouse Members
- (K) Joint Members
- (L) Provisional Members
- (M) Parental Members
- (N) Temporary Members

There may also be such other classes of members as may be determined by the Board of Directors from time to time by Bye-Laws.

The Board of Directors may frame Bye-Laws for the entrance fees, annual subscription, application and terms and conditions for the payment thereof from time to time for the above and other type of membership.

Eligibility:

Any person who has completed the age of 18 years and is received in general society shall be eligible for admission to membership of the Club other than provisional membership.

The Board of Directors shall from time to time determine the number and preference of all type of members to be admitted and shall from time to time further determine at its discretion, the procedure, terms and conditions governing the enrolment of new members

Process:

The application forms of proposed candidates for admission as all category of members shall be submitted to the Scrutiny Committee and shall be balloted for by that committee when applicants are called for personal interview.

Entrance Fees and Annual Subscription:

- (a) The following class of members shall not have to pay the entrance fees and subscription:

Patron in Chief & Honorary Patron Member  
Honorary Members

Except above, all other class of members shall have to pay entrance fees.

Institutional Members and Ordinary Members, choosing to pay the annual fees, shall be liable to pay a yearly or monthly subscription of such amount in such manner and within such period or periods as the Board of Directors may from time to time determine by Bye-Laws. An Ordinary Member & Institutional Member elected after 1st of April in any year shall be required to pay proportionate subscription for the remaining part of a month, which shall be treated as a full month for this purpose.

Annual subscription for the Senior Members of the Club in the category of ordinary membership shall be determined by the Board of Directors from time to time after reviewing the membership years and the age limit not below 60 years completed as on 1st April.

- (b) The Board of Directors shall have the authority from time to time to determine the number of ordinary members admitted to the Club and the entrance fees to be charged from persons desirous of becoming ordinary members provided that the entrance fees in case of ordinary members shall not be less than Rs.9,00,000/- or such amount as may be determined by the Board of Directors from time to time.

The eligibility criteria, subscription and joining fees and other terms including rights and duties for each category of members are as under.

**3(A) PATRON IN CHIEF & HONORARY PATRON MEMBER**

Eligibility: The Board of Directors may invite the Head of the State of Gujarat or some high dignitary to become the Patron-in-Chief of the Club and such person shall become the Patron-in-Chief on his acceptance of the invitation. The Board of Directors may by resolution invite the Chief Minister, the Chief Justice or the Speaker of the Legislative Assembly to become an Honorary Patron of the Club and such person shall become an Honorary Patron on acceptance of the said invitation and shall not have any voting rights.

Fees: Such members will be admitted without payment of any entrance fees and subscription.

Term: He shall be deemed to have resigned on his relinquishing the office.

**3(B) LIFE MEMBERS**

Eligibility: The Board of Directors shall have the power to admit a person, to become Life Member of the Club on payment of prevailing entrance fees to become life member of the club. The Life Member shall be admitted in such manner as may be provided in the Bye-Laws of the Club.

Fees: Such persons can become Life Member upon payment of prevailing entrance fees of Rs.10,50,000/- or such amount as may be determined by the Board of Directors from time to time, however he will not be required to pay annual subscription.

**3(C) ORDINARY MEMBERS**

Eligibility: Ordinary Members shall be admitted in such manner as may be provided for in the Bye-Laws.

Fees: The Ordinary Members shall have to pay prevailing entrance fees of Rs.9,00,000/- or such amount as may be determined by the Board of Directors from time to time and annual subscription at the time of admission.

The existing members of the Cricket Club of Ahmedabad Limited which was taken into voluntary liquidation and which has been now completely wound up and dissolved, had been taken as Ordinary Members of the Club. The members of this category were admitted without any admission fees, but they shall have to pay all the other usual annual fees including charges for playing games etc.

**3(D) MEMBER'S SON / DAUGHTER CATEGORY**

It is also provided that sons / daughters of the existing, past, resigned and deceased member having continuous membership for at least one year may exercise right at any time.

The Board of Directors shall have the authority to frame Bye-Laws from time to time for the purpose of giving preference for Ordinary Membership to sons and daughters over the age of 18 years of existing, past, resigned and deceased Ordinary / Life Members of the Club and the entrance fees payable shall be determined by the Board of Directors from time to time but such entrance fees shall not be less than 30% of the prevailing rate of ordinary membership fees of general category.

In case where a member who has ceased to be a member for reasons other than death, is readmitted, his / her son or daughter shall be eligible to exercise right of membership only after completion of five years from readmission date of ceased member.

Ceased members being re-admitted, would not be entitled to transfer his/her membership to their sons/daughters or selected relatives as permissible till five years from the date of his/her re-admission.

### 3(E) **SELECTED RELATIVE MEMBERS**

The Board of Directors may from time to time decide to extend ordinary membership under the category of selected relative, to the following selected categories of relatives over the age of 18 years on application in the prescribed form duly supported by affidavit of existing member, having continuous membership for at least one year.

1. Son's Wife
2. Son's Son
3. Son's Daughter
4. Son's Son's wife
5. Son's Daughter's Husband
6. Daughter's Husband
7. Daughter's Daughter
8. Daughter's Son
9. Daughter's Son's Wife
10. Brother (including step brother)
11. Brother's Wife
12. Sister (including step sister)
13. Sister's Husband
14. Brother's Son
15. Brother's Daughter
16. Sister's Son
17. Sister's Daughter
18. Spouse's Sister
19. Spouse's Brother
20. Spouse's Sister's Son
21. Spouse's Sister's Daughter
22. Spouse's Brother's Son
23. Spouse's Brother's Daughter

The entrance fee for such membership will be determined by the Board of Directors from time to time but such entrance fee shall not be less than 50% of the prevailing ordinary membership fees of general category. A permanent waiting list for this category be maintained by the Club and the applicants be called for a personal interview as per order in the waiting list.

### 3(F) **INSTITUTIONAL MEMBERS**

Any Company or Institution which is registered under the Companies Act, 1956/2013 or LLP registered under the LLP Act 2008 / partnership firm registered / unregistered or any entity registered under the Societies Registration Act or a Corporation, Body established by any Special Act of any State or Central Legislature shall be eligible to be an Institutional Member of the Club.

There are two sub categories of institutional membership viz Large Institutions and Medium Sized Institutions.

#### (a) **Large Institutional Members**

Institution, corporation or body will have two options to avail the membership of the Club.

##### **Option-1**

Such institution can become a member with one nominee by paying entrance fees of Rs.11,00,000/- or other higher amount as the Board of Directors may from time to time determine.

Similarly they can increase the nominees by paying entrance fees of Rs.4,00,000/- for every additional nominee or as may be decided by the Board of Directors from time to time and indicated in the Bye Laws of the Club, not exceeding additional nine nominees.

### **Option-2**

However, such institution will have an option to pay entrance fees of Rs.41,00,000/- or other higher amount as may be decided by the Board of Directors from time to time with a right to nominate ten nominees at a time.

The nominee/s of the Institutional Member will have to be first approved by the scrutiny committee.

### **(b) Medium Institutional Members**

This category of member consists of the medium sized institutions.

Such medium sized institutions can become a member by paying entrance fees of Rs.12,75,000/- or other higher amount as may be decided by the Board of Directors from time to time with a right to nominate two nominees at a time.

The nominee/s of the Institutional Member will have to be first approved by the scrutiny committee.

The institutional membership is subject to entrance fees and annual subscription of an amount as may be determined by the Board of Directors from time to time and as mentioned in the Bye Laws of the Club.

The existing institution which intends to avail the benefit of nominating up to ten nominees in category A Option-1 in place of one / two or three nominee/s shall have to pay an amount of entrance fees per nominee prevailing at the relevant time.

Any Institution becoming a member as per Articles shall furnish to the Club details of the nominee/s in prescribed form as representatives of said Institution, which shall be approved by the scrutiny committee. Such nominee/s shall be treated as member/s of the Club until his nomination is cancelled or altered by said institution, giving appropriate notice at least 15 days before the date from which the change is desired to take effect, and such nomination can be changed from time to time in such a way that not more than two nominees in case of medium institution and one up to ten representatives as the case may be will remain the nominees of large institution, at a time on record of the Club.

Rights and Privileges: Such nominee/s will be entitled to the same rights, privileges and responsibilities as any other member except that the right of attending general meetings, voting and such other rights contemplated under the Companies Act, 2013 shall be that of one representative of the institution duly authorized by resolution of the institution at the relevant time. The rights and privileges including voting rights shall be exercised by the nominee who is entered in the register of the Club, having the authority to vote as provided by the said institution.

### **3(G) SERVICE MEMBERS**

Eligibility: The following persons shall be eligible to become Service Members of the Club:

- i) Commissioned Officers on the active list on the Indian Army and/or Indian Navy and Indian Air Force or on the staff of the President of India, when stationed in the local area as defined in the Articles of Association of the Club.

Members of Civil Service of the Union of India or Gujarat Government, officers of the Central and Gujarat Government Corporations including officers on deputation to such Corporation, when stationed in local area as defined in the Articles of Association of the Club in class I cadre drawing on the date of proposal for Service Membership a basic salary of not less than Rs.70,000 per month exclusive of all allowances or such other higher amount as may be decided by the Board of Directors from time to time.



- ii) The Service Members shall be admitted on such terms and conditions and for such period or periods, and the proposals for admission as Service Members shall be in such form as the Board of Directors may from time to time generally prescribed by Bye-Laws of the Club.
- iii) The persons who are covered under condition (i) of the existing eligibility criteria shall also include the persons who have retired from the services, however they shall be given membership under the category of "Service Member" on case to case basis as may be decided by the Board of Directors or Scrutiny Committee of the Club.

**Fees:** A Service Member shall pay an entrance fees of Rs.3,500/- and monthly subscription Rs.850/- or such other higher amount as may be determined by the Board of Directors from time to time on admission.

The Service Members shall pay an interest free deposit of Rs.15,000/- or such amount as may be determined by the Board of Directors from time to time. Such deposit amount will be refunded after the termination of service Membership and such member shall not have any voting rights.

**Term of Cessation:** A Service Member shall cease to be a member of the Club on his transfer, termination or retirement from service.

#### SERVICE MEMBERS OF AHMEDABAD MUNICIPAL CORPORATION

The nominees of the Ahmedabad Municipal Corporation including Deputy Mayor, Standing Committee Chairman, leader of the opposition, elected members, Deputy Commissioners and other statutory officers shall be enrolled as service members of the Club. Provided however the total number of such nominee / service members shall not exceed 50 (fifty) at any point of time.

Such nominee member shall be entitled to be a member of the Club till he holds such office with the Ahmedabad Municipal Corporation and shall cease to be a member upon his vacating the office.

The rights, privileges and obligations of this category of members are governed by the bye laws of the club and shall not have any voting rights.

#### 3(H) HONORARY MEMBERS

Any distinguished visitor to the local area or any other person of distinction may be made an Honorary Member by the Board of Directors for such period as the Board of Directors thinks fit. Honorary Member shall not have to pay any entrance fee or annual subscription.

Persons may be made Honorary Members by resolution of the Board of Directors to that effect and shall not have any voting rights.

#### 3(I) SPORTS MEMBERS

The Club has various sports activities and any person who is ranking or outstanding in any of the sports activities conducted by the Club can become a "Sports Member" of the Club for such period as may be decided by the board of directors at the time of admission. This category of members will include the persons who are ranking in international or national level sports activities.

The members under this category will not be required to pay admission fees however they will be required to pay prevailing annual subscription money and shall not have any voting rights.

### 3(J) SPOUSE MEMBERS

On demise of a Club member, a spouse or an unmarried daughter of that member can avail of the Club facilities by becoming a “Spouse Member”.

Spouse Members shall be admitted as provided hereunder:

It shall be competent for the Board of Directors to frame Bye-Laws for “spouse Members”. The spouse member shall not be entitled to receive notice of, or to attend or vote at any General Meeting of the Club or to be elected a Member of the Board of Directors of the Club, or of any sub-committee of the Club. Subject to the above restrictions Board of Directors shall be competent to determine from time to time the terms of admission of spouse Members, the entrance fee and subscription, if any, payable by them and their rights and privileges.

### 3(K) JOINT MEMBERS

The existing life/ordinary and spouse members are given an option to exercise the right of joint membership wherein the primary member and spouse shall hold the membership of the club jointly upon payment of entrance fees not less than 2.5% of the prevailing rate of ordinary membership fees of general category or such other higher amount as may be determined by the Board of Directors from time to time. However, Board of Directors reserves right to open Joint Membership at any time for such period as may be decided by the Board of Directors from time to time.

Existing spouse (Gym) member who exercises his right as a joint member can transfer his membership under Article 19 of Articles of Association.

All rights of the member shall be automatically given to the joint member on demise of the primary member except to contest for election of any post. However, such joint member does not become primary member and shall remain as joint member throughout his/her life.

The joint member can exercise vote at AGM in absence of the primary member. However, there will be one vote only and right to vote can be exercised either by the primary member or the joint member.

Spouse (Gym) members who have opted to become joint members are not entitled to surrender his/her membership.

The joint membership will be governed by the Bye-laws of the club/company and Board of Directors is authorized to frame suitable bye-laws for joint membership from time to time.

### 3(L) PROVISIONAL MEMBERS

Sons & Daughters between the age of 10 and 18 years of existing / deceased, Life / Ordinary Members of the Club can become Provisional Members of the Club through his/ her parents / guardian by paying the entrance fees as under or such other higher amount as may be determined by the Board of Directors from time to time.

Age Group	Entrance Fees
10 to 14 years	Not less than 20% of the prevailing ordinary membership fees of general category
15 to 16 years	Not less than 25% of the prevailing ordinary membership fees of general category
17 to 18 years	Not less than 25% of the prevailing ordinary membership fees of general category

Such Provisional Members shall have to appear before the Scrutiny Committee on completion of 18 years and they shall be offered permanent ordinary membership of the Club without any additional entrance fees. If scrutiny committee rejects the membership, the entrance fees paid by the parent / guardian of such provisional member shall be refunded without interest and shall have no other rights as member of the Club thereafter. In case of demise of provisional member before he obtains ordinary membership, the entrance fees paid by parent / guardian will be refunded without interest. However, in no other circumstances the entrance fees will be refunded.

During the tenure of their provisional membership, parents / guardians shall be responsible for the payment of prevailing annual subscription.

The Board of Directors is authorized to frame suitable Bye-Laws for provisional members from time to time.

### 3(M) PARENTAL MEMBERS

The Committee will consider the applications, in the form prescribed by the Board of Directors from Ordinary/Life Member, to permit, their parents to be known as "Parental Member" to avail all the Club facilities/amenities by paying the annual fees as may be determined by the Board of Directors from time to time.

Such parental membership will automatically cease on 31st March every year. However, same can be reviewed on further application by the Board of Directors for further period as the Board of Directors may determine from time to time. Such Parental Members shall be subject to the same discipline as regular members.

Grandparents transferring the membership to their Grandson/ Granddaughter shall be allowed membership under the "Parental Membership" category.

The children or grandchildren of members shall be allowed to accompany them on the medical grounds who have become disabled to visit the Club on their own, subject to approval of Board of Directors.

### 3(N) TEMPORARY MEMBERS

**Eligibility:** Any person otherwise eligible for admission to membership who is an ordinary resident outside the local area of the Club may be made as a Temporary Member by the Board of Directors for such period or periods.

**Fees and charges:** Such member shall be admitted on payment of temporary membership fee of not less than Rs.5,000/- per month and refundable deposit of Rs.15,000/- or such other amount as may be determined by the Board of Directors from time to time. Such Temporary Member shall have to pay all the usual charges for activities of the Club.

Temporary Members shall not have any voting rights.

### 3(O) NEW UNIT MEMBERS

**Eligibility:** The Board of Directors shall have powers to admit new members for the new unit of the Club on payment of such admission fees as may be decided from time to time. The new unit member shall be admitted in such manner as may be provided in the Bye-laws of the club/company.

**Fees:** Such persons can be admitted as "New unit member" on payment of admission fees not less than Rs.3,00,000/- or such higher amount as may be decided by the Board of Directors from time to time.

**Terms & Conditions:** The admission of new unit members under this category will be on the following terms & conditions:

- (i) The new unit members will have lifetime membership and shall be entitled to make their heirs/wards as members of the new unit of the Club as per the Articles of Association of the club/company.
- (ii) The new unit members shall not be entitled to attend and vote at Annual General Meeting or Extraordinary General Meeting of the existing club/company.
- (iii) The new unit members shall not be eligible to stand for elections in the club/company.
- (iv) The new unit members will be required to pay annual subscription and usage charges for using new club at the prevailing rates in addition to the admission fees.
- (v) The management and administration of the new unit of the Club will be done by subcommittee/s formed by the Board of Directors of the club/company at the discretion of the Board.
- (vi) In case of winding up of the company, the new unit members shall not have any right whatsoever on the movable and immovable properties of the existing club/company as well as of the new unit of the Club. The rights/privileges of such members will not have voting right in the existing club/company in any general meeting.
- (vii) In the event of winding up/liquidation of the company (The Spots Club of Gujarat Ltd.), members of the new unit of the Club shall not have any right whatsoever in realization of the existing assets of the of the company (The Spots Club of Gujarat Ltd.), or even on the assets of the new unit of the Club except payment of entrance fees paid by them from time to time. However for the members of the existing club/company their rights to the extent of the proportion of the realization of the assets will continue in the same form in which it otherwise exists.
- (viii) The new unit members will have following restricted rights at the existing Club House.
  - To attend entertainment programs.
  - To book Lawns for their functions.
  - To have special party at various banquets of the existing club/company.
  - To book residential rooms of the existing club/company.

Barring the above, they shall not have any rights at the existing Club House. However, the Board of Directors reserves right to add or withdraw any of the restricted rights as it may think fit from time to time.

- (ix) The new unit members will be required to adhere to all rules and bye-laws of the existing club/company and as may be framed by the club/company in future from time to time.
- (x) The new unit members will be subject to disciplinary mechanism prevailing in the club/company.

**Membership at concessional rate for the present club member's son/daughter category:**

The membership at concessional rate for the new unit of the Club in the category of members falling within the present club (SCG Ltd.) member's son/daughter category will be offered and the board of directors of the club is empowered to decide the quantum of concession to be offered to such category in case of membership of new unit of the Club.

#### **“OTHERSIDE MEMBERS” under New Unit Members Category:**

**Eligibility:** The Board of Directors have powers to admit new members of the new unit of the Club who are owners of the residential unit in the scheme “OTHERSIDE” as per list provided by M/s. Shantikrupa Estate Pvt. Ltd. in terms of the terms and conditions agreed for acquisition of land for new unit of the Club and shall be considered as member under category “OTHERSIDE MEMBER”. They shall be admitted in such manner as per the bye-laws of the Club.

**Fees:** The Club shall admit 350 to 425 new members as per list provided by M/s. Shantikrupa Estates Pvt. Ltd. under the category “OTHERSIDE MEMBERS” on payment of Rs.3,50,000 plus GST. Membership Fees for any application for new membership under the present category beyond the upper limit as mentioned hereinabove shall be decided by the Board of directors of the Club.

#### **Terms and Conditions:**

All terms and conditions applicable to the new unit members as mentioned in the present clause shall apply to the members under the “OTHERSIDE MEMBERS” category. However, following additional terms will be applicable to this category of members.

- a. The membership under the category “OTHERSIDE MEMBERS” will be attached to the ownership of the residential unit under the Scheme.
- b. Upon transfer of ownership of the residential unit to a new owner, the membership will be transferred to the new owner only upon submission of NOC from the original owner and a letter from society confirming change in ownership. However, the new owner will be eligible for the membership by following existing guidelines of approval of Scrutiny committee of the Club.
- c. Transfer fees will be levied for transfer of membership as may be decided by the Board of Directors from time to time.
- d. In case of ownership of the residential unit by any category falling under institutional membership i.e a company registered under the Companies Act, Limited Liability Partnership under LLP Act, Partnership firm, Proprietary firm, HUF etc, a person nominated by the Institutional member will be eligible to enjoy rights of the membership of the new unit of the Club.
- e. In case of joint ownership of the residential unit in the “OTHERSIDE” Scheme, a person nominated by consent in writing by all the joint owners will be eligible to enjoy rights of such membership and in case of HUF, Karta or a member of HUF nominated by Karta will be eligible to enjoy rights of such membership.
- f. All terms and conditions applicable to New Unit Members as mentioned in the present clause (i to x) will also be applicable to the “OTHERSIDE MEMBERS” since this category is considered as sub-category under the “NEW UNIT MEMBERS”.

#### **CONVERSION AND SURRENDER OF THE MEMBERSHIP**

4. (a) The Board of Directors may in its absolute discretion, invite an Ordinary member of the Club to become Life Member and such Ordinary Member agreeing to pay to the funds of the Club the amount of difference then prevailing between the amount of entrance fee payable by Ordinary Members and the prevailing amount of entrance fee payable by the Life Members of the Club.
- (b) Voluntary Surrender of membership – If a member voluntarily surrenders his membership, he/she will not be entitled to refund of the fees paid.

- (c) The Club will facilitate the senior member who has completed 75 years of age and whose membership is 10 years old to surrender his/her membership. Maximum up to 20 such members every financial year will be accommodated against only new selected relative member of the club. For such facility a separate waiting list shall be maintained. An amount of Rs. 1,50,000 shall be reimbursed to each such senior member.

#### **TRANSFER OF INSTITUTIONAL MEMBERS UPON RESTRUCTURING**

5. In case of institutional members, by virtue of restructuring in the form of Amalgamation/Merger/Demerger/Takeover or any kind of restructuring exercise pursuant to provisions of any central/state legislation and approved by NCLT/MCA/SEBI or any competent authority as prescribed under the legislation, the membership of the Transferor institutional member will automatically vested in the Transferee institution and all membership rights will be enjoyed by the company which is reviving upon restructuring.

However, if both the transferor as well as Transferee institutions are members of the club, upon restructuring of both the institutions, nominees of the transferee company which survives will stand increased to the extent of the total of nominees of both the institutions. However, after restructuring, since there remains only one entity, voting rights will be restricted to one entity only as the second member gets dissolved by operation of law. Similarly upon /demerger of the unit, the resulting company or demerged company which retains membership rights as per the approved scheme will be entered in the register of members of the club.

If by operation of law, the institutional member is declared insolvent and it gets wound up by operation of law or otherwise, it will cease to be member and there will be no transfer of membership.

#### **SCRUTINY COMMITTEE & ADMISSION OF MEMBERS**

6. Scrutiny Committee shall consist of 14 (fourteen) members, out of which, 3 (three) members will be Office Bearers, 3 (three) members shall be nominated from the Board of Directors and maximum 8 (eight) members shall be selected by the Board of Directors from the members who are not the elected members of the Board of Directors. The Board of Directors shall fill up any casual vacancy in the Scrutiny Committee. The term of Scrutiny Committee members will be until the conclusion of the next Annual General Meeting.
7. No member of the Scrutiny Committee shall propose or second a candidate seeking membership of the Club nor shall be signatory of the membership form for admission to the Club.
8. The application forms of proposed candidates for election as the Life or Ordinary Members shall be submitted to the Scrutiny Committee and shall be balloted for by that committee when applicants are called for personal interview.
9. Until otherwise determined, one-half of the total number of the Scrutiny Committee shall be a quorum. Selection of a candidate for the membership of the Club in any meeting shall be decided by majority of votes and in the case of an equality of votes, the Chairman shall have a second or casting vote.
10. When a candidate is called for interview for membership, the Committee shall fix a day and time for the selection process, in such form as the Board of Directors decides from time to time. The scrutiny committee shall admit as a member if found appropriate. However, if the candidate is not selected, his / her name shall be withdrawn and he / she shall not apply again till one year from the date of his / her rejection. The person not selected earlier and applies again for membership and he / she is not selected for the second time then he / she shall not be allowed to apply for two years from the date of second rejection.

Any person may request for early interview call. In such a situation, office bearers may take his interview as requested by the applicant. The report of the office bearers will be placed before the Scrutiny Committee for consideration.

11. If the candidate is not admitted, the fact shall be recorded in the minutes book and the proposer shall be informed of the non-admission. Particulars of the voting shall be confidential.
12. When a candidate has been elected, the fact shall be notified to him in writing by the Hon. Secretary by a notice in the format prescribed under the bye laws.

No member shall be absolved from the operation of the Memorandum and Articles of Association or the Bye-Laws for the time being in force on the plea of not having received a copy thereof. Copies can always be obtained on application at the Registered Office of the Club.

If a member fails to pay his entrance fees and/or subscription within fourteen days after receipt of the notice of admission, the Board of Directors may at its discretion declare his admission void.

#### **ADMISSION VOID OF NEW MEMBERS**

13. Notwithstanding anything to the contrary contained in those Articles it shall be lawful at any time for the Board of Directors at its absolute discretion to set aside in genuine cases, its own decision declaring the admission of a member void on the ground that such a member had failed to pay the entrance fee, subscription, other charges etc., subject to the condition that the defaulting member pays to the Club such outstanding entrance fees, subscription, other charges etc., before being readmitted as a member of the Club.
14. In the event of the candidate being admitted and it appears subsequently at any time to the satisfaction of the Board of Directors, that any statement contained in the form of proposal for membership was incorrect in any material particular or that any material particular was omitted there from, the Board of Directors may cancel his admission and he shall thereupon cease to be member of the Club, but may with the permission of the Board of Directors be proposed and seconded again and if so proposed and seconded and duly admitted may at the discretion of the Board of Directors be excused from the payment of the entrance fee, if any, payable by him if the same shall have already been paid.

#### **MISCONDUCT PROCEEDINGS, SUSPENSION, EXPULSION, CESSATION AND READMISSION OF MEMBERS**

15. Misconduct Proceedings shall be scrutinized by the Disciplinary Committee appointed by Executive Committee from time to time for considering cases of misconduct. Findings of such committee shall be submitted to the Executive Committee for further action.
16. (a) A member shall cease to be a member of the Club -
  - i) if by letter addressed to the Hon. Secretary he voluntarily resigns membership and pays all debts due by him in the Club; or
  - ii) if adjudged an insolvent; or taken into liquidation, as the case may be; or
  - iii) if found guilty by a competent tribunal of an offence involving, in opinion of the Board of Directors, gross misconduct; or
  - iv) on a failure to pay debts due to the Club after his name has been posted for non-payment under sub-clause (c) hereof; or
  - v) on expulsion from the Club under sub-clause (c) hereof; or
  - vi) on ceasing to be in the prescribed service in case of service member.



(b) **SUSPENSION**

Any member of the Club misusing the Club Identity / Reciprocal Card, entrance passes/tickets/tokens for any event organized or arranged by the Club or with other clubs/associations/organizations at the Club premises or elsewhere or a member refuses or neglects to comply with any provisions of the Memorandum or Articles of Association or any Bye-Laws of the Club or misconducts or misbehaves in such a way and manner which may endanger or affect the harmony or interest or reputation of the Club or of the other members of the Club or damages properties and belongings of the Club then the office bearers may forthwith suspend him for a period not exceeding three months of pending issue of show cause notice from the membership of the Club or from all or any particular activity/facility of the Club.

Thereafter during the period of suspension such member will be given an opportunity to represent his case before any appointed disciplinary committee and/or the Executive Committee which will be held within reasonable time but not later than one month.

The period of suspension may be further extended up to thirtysix months as the Executive Committee may resolve, provided that not less than two-third of the total members of the Executive committee shall be present at any such meeting called for the said purpose and not less than two-third of the members present at such meeting shall have voted in favour of such a resolution for suspension and notice of such resolution proposed to be passed for his extended suspension shall have been given to such member and that he shall, before the passing of such resolution, have an opportunity of giving orally or in writing any explanation or defense and on such a resolution being passed such member shall be excluded from the Club during the period of suspension, and such a member shall not have any claim against the Executive Committee or the Board of Directors or the Club but subscription paid in advance after adjusting the same towards the dues by him shall be refunded to him if he so desires. The Executive committee shall have the discretion to exercise the powers conferred by this sub-clause or Board of Directors to exercise the powers by sub clause 16(c) of the Articles.

(c) **EXPULSION**

If any member shall refuse or neglect to comply with any provisions of the Memorandum or of the Articles or of any Bye-Laws made thereunder or shall be guilty of conduct as the Executive Committee considers likely to endanger the harmony or interest of the Club, such member shall be liable to expulsion by a resolution of the Board of Directors as recommended by the Executive Committee, provided that not less than two-third of the total number of members of the Board of Directors shall be present at any such meeting called for the said purpose and not less than two- third of the members present at such meeting shall vote in favour of the said resolution; provided also that at least fourteen days before the meeting at which such resolution is passed he shall have had noticed thereof and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution, have had an opportunity of giving orally or in writing any explanation or defense he may think fit. It shall be in the powers of the Board of Directors to exclude such member from the Club till such resolution has either been passed or rejected.

The Board of Directors shall give or post to him by registered post a letter containing notification of the said resolution. On the passing of such resolution the member shall forthwith cease to be a member of the Club and shall not have any claim against the Board of Directors or the Club but any yearly fee or subscription paid in advance after adjusting the same towards the dues by him shall be refunded. No appeal shall lie from the determination of the Board of Directors; however it will be necessary to apply principle of natural justice by the Board of Directors while considering the cases of misconduct.



(d) CESSATION

In case monthly bills raised to the members are pending for fifteen days from the due date or more, the Club shall levy interest @ 2% p.m. from the date of billing and in case of further delay or non-payment. The maximum credit limit of member will be of Rs.20,000/- or such higher amount as may be determined by the Board of Directors from time to time. If any member fails to pay his subscription or bills to the Club after the same have, in the opinion of the office bearers or Executive Committee, been duly demanded of him in writing, the Club will serve notice to the registered address of the member, for a period of 30 days. If at the expiration of such period as aforesaid, the amount due or any part thereof remains unpaid, the member shall cease to be a member of the Club and his name shall be struck off from the register of members.

(e) RE ADMISSION

He may be readmitted without formal readmission, on his assigning to the office bearers reasons which the office bearers in their sole discretion consider satisfactory for his having failed to pay such subscription or bills falling due and the amount falling due in the interval or which would have been so fallen due, had he continued to be a member and further amount of 25% of outstanding dues in respect of first and second default and 50% of the outstanding dues in respect of his third default, as readmission fee and interest free deposit of Rs. 5,000 which shall be refunded after the expiry of 3 years from readmission.

No member who is posted as defaulter shall be entitled during the default to exercise any of the privileges of membership.

- (f) A defaulter member shall not be allowed to visit the Club even as a guest till he pays all his dues.
- (g) In case of damage caused to the properties of the Club due to act of the member, deliberate or not, by himself or his family members, the member shall be liable to make good loss caused to the Club by payment of the amount equivalent to financial loss and shall also be liable to face disciplinary proceedings from time to time as may be determined by the Executive Committee following adequate opportunity to the delinquent.

### REJOINING OF MEMBERS

17. Persons ceasing to be members under Article 16(a) (iii) or (v) shall not be eligible for re-joining.
18. If any person who has been a Life or an Ordinary Member but has voluntarily resigned his membership of the Club or has temporarily resigned from membership for certain period wishes to rejoin, he may, provided he has discharged all his outstanding liabilities to the Club, be proposed as a Life or an Ordinary Member, balloted for as in the case of any other candidate. On his election whether as a Life or an Ordinary Member, he shall be required to pay an amount equivalent to 30% of the prevailing ordinary membership fees of general category or such higher amount as may be fixed by the Board of Directors from time to time but in no case lower than earlier amount fixed by the Board of Directors.

### TRANSFER OF MEMBERSHIP

19. (a) A senior member, who is a life member or an ordinary member and who has attained the age of 60 years & above, having membership of the Club for minimum ten years on the date of application, shall be eligible to transfer his membership to any one of his following close relatives of 10 years & above on application in prescribed form:
1. Member's Son
  2. Member's Daughter
  3. Spouse
  4. Son's Son
  5. Son's Daughter
  6. Daughter's Son
  7. Daughter's Daughter

A transferee applicant shall have to pay such sum to the Club as may be determined by the Board of Directors from time to time which shall not be less than 20% of the prevailing ordinary membership fees of general category.

The name of the applicant's relative of age of 18 years and above, to whom such senior member wishes to transfer his membership, shall have to be approved by the Scrutiny Committee and he/she shall be admitted as an ordinary member of the Club. Similarly if transfer is in favour of relative having age between 10 years to 18 years shall also have to be approved by the scrutiny committee and he/she shall be admitted as provisional member.

- (b) A senior member who is a life member or an ordinary member and who has attained the age of 60 years & above, having membership of the Club for minimum ten years on the date of application shall be eligible to transfer his membership to any one of his following close relatives of 18 years and above on application in prescribed form:
1. Sons Wife
  2. Son's Son's wife
  3. Son's Daughter's Husband
  4. Daughter's Husband
  5. Daughter's Son's wife
  6. Brother (including step brother)
  7. Brother's Wife
  8. Sister (including step sister)
  9. Sister's Husband
  10. Brother's Son
  11. Brother's Daughter
  12. Sister's Son
  13. Sister's Daughter
  14. Spouse's Sister
  15. Spouse's Brother
  16. Spouse's Sister's Son
  17. Spouse's Sister's Daughter
  18. Spouse's Brother's Son
  19. Spouse's Brother's Daughter

A transferee applicant shall have to pay such sum to the Club as may be determined by the Board of Directors from time to time which shall not be less than 35% of the prevailing rate of ordinary membership fees of general category.

The applicant's relative, to whom such senior member wishes to transfer his membership, shall have to be approved by the Scrutiny Committee and thereafter he/she shall be admitted as an ordinary member of the Club.

The new member so elected by the Scrutiny Committee shall be in place of senior member for all purposes, including the allotment of same membership number. He / she shall be entitled to all the privileges of membership of an Ordinary Member in whose place he/she is elected.

- (c) If an Ordinary / Life Member who transfers his membership to any person under Article 19 (a) & (b), such transferee can retransfer his membership under Article 19 (a) & (b) after he attains the age of 60 years and having his membership of the club for minimum ten years and such transferee member is classified as TRA Ordinary Member of the Club.

Provided that son/s and/or daughter/s of a transferee member shall be eligible to apply for club membership as an Ordinary Member under the Member's Sons / Daughters category under Article 3(D) only after expiry of five years of the admission of the transferee as a member.

Provided further that such transferee member shall be entitled to propose any relative falling under Article 3(E) only after expiry of five years from his admission to membership.

Rights of any individual membership shall exist till lifespan of respective individual/ member.

### **GENERAL MEETING OF THE CLUB**

20. The Club shall in each year hold, in addition to any other meeting, a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notice calling it and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Club and that of the next.

All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting.

21. The Board of Directors may whenever it thinks fit, and shall, on a requisition made in writing by at least one-tenth of the total voting power of all the members having at the said date a right to vote in regard to that matter, call an Extraordinary General Meeting and in the case of such requisition the provisions of the Act shall apply. No member or members shall call a meeting of the Club except by or upon a requisition as herein provided.
22. The requisition so made shall set out the matter for the consideration of which the meeting is called and shall be signed by the requisitionists and shall be deposited at the registered office of the Company. The requisition may consist of several documents in like form, each signed by one or more requisitionists.
23. On deposit of any valid requisition, the Board of Directors shall forthwith proceed to call an Extraordinary General Meeting. If it does not proceed within 21 days from the date of the requisition being so deposited to call a meeting, the requisitionists, as represent not less than one-tenth of the total voting power of all the members at the time of deposit of requisition, may call the meeting within three months from the date of deposit of the requisition. Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board of Directors duly to convene a meeting shall be paid to the requisitionists by the Club.

### **PROCEEDINGS AT MEETINGS**

24. Where it is proposed to call a General Meeting of the Club, the same shall be called by giving notice in writing of not less than twenty one days, specifying the place, the day and the hour of meeting and the nature of the business to be transacted at the meeting, to the persons entitled to receive notice of the meeting in the manner hereinafter mentioned. However, a General Meeting, including an Annual General Meeting may be called after giving shorter notice lesser than 21 days, if consent is given in writing or by electronic mode by not less than 95% of the Club Members entitled to vote thereat.
25. Every Annual General Meeting shall be competent to transact the business for which notice having been given of the purposes for which it is convened being ordinary business and special business.
26. (a) The notice of the meeting shall be sent to all the Members, Committee Members, and Auditors of the Club either –
- (i) By registered post or speed post; or
  - (ii) Through electronic means, namely, registered email ID of the recipient; or
  - (iii) By courier service.
- (b) The notice shall also be placed on the website, if any, of the Club and of the Agency forthwith after it is sent to the Members.
- (c) Notice of every General Meeting shall be given as per the provisions of Section 101 of the Act as may be applicable to every member of the Club except those members who (having no registered address within India) have not supplied to the Club an address within India for giving of notice to them and no other persons other than the auditors of the Club and members of the Committee shall be entitled to receive notices of General Meetings.

However, any defect in the service of any such notice as is specified hereinabove or the non-receipt of such notice by any of the members shall not invalidate any resolution passed at any such meeting.

(d) Contents of Notice

Subject to the provisions of the Act -

- Every notice of a meeting of the Club shall specify the place, date, day and hour of the meeting, and shall contain a statement of the business to be transacted thereat.
- The notice of the meeting shall also state:
  - (i) that the Club is providing facility for Voting by Electronic Means and the business may be transacted through such voting;
  - (ii) that the facility for voting, either through Electronic Voting System or Voting Paper shall also be made available at the meeting and the Club Members attending the meeting who have not already cast their vote by Remote E-voting shall be able to exercise their right to vote at the meeting;
  - (iii) that the Club Members who have cast their vote by Remote E-voting prior to the meeting may also attend the meeting but shall not be entitled to cast their vote again.
- The notice shall:
  - (i) indicate the process and manner for Voting by Electronic Means;
  - (ii) indicate the time schedule including the time period during which the votes may be cast by Remote E-voting;
  - (iii) provide the details about the login ID;
  - (iv) specify the process and manner for generating or receiving the password and for casting of vote in a secure manner.

(e) The Club shall cause a public notice by way of an advertisement to be published in newspaper(s) as provided in the Act with such details as may be specified in the Act.

27. Thirty members entitled to vote, personally present, or the numbers as may be prescribed in the provisions of Companies Act, 2013 shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.
28. If within half an hour after the time appointed for the meeting, a quorum of members is not present the meeting if called on the requisition of members, shall be cancelled but in any other case it shall stand adjourned to the same day in the following week at the same time and place; and if at such adjourned meeting a quorum of members is not present, any seven members entitled to vote present personally shall be a quorum and may transact the business for which the meeting was called.
29. The President shall be entitled to take the chair at every General Meeting. If there be no President or if at any meeting the President is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, then Vice President I or Vice President II or Hon Secretary shall be entitled to take chair in the hierarchy. If none of the office bearers are present or willing to take the chair, the members present shall choose any director present at the meeting, if he is willing to act as Chairman of the meeting or in absence of any directors, choose someone of their member to be Chairman of the meeting.
30. The Chairman may, with the consent of meeting, adjourn the meeting from time to time but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting.

31. Subject to the provisions of the Act, at any General Meeting, a resolution put to vote of the meeting shall be decided by following process prescribed under section 107, 108 & 109 of the Companies Act, 2013 read with relevant rules made thereunder through Electronic Voting System as well as Poll process for the General Meeting of the member of the Club.
32. No poll shall be demanded on the election of a Chairman of a meeting or on a motion of adjournment either of the meeting or of the consideration of any subject.

#### **VOTES OF MEMBERS**

33.
  - (a) No member shall be entitled to appoint a proxy to attend and vote instead of himself at any general meeting of the Club.
  - (b) Every member present in person and entitled to vote on poll shall have one vote.
  - (c) Every member entitled to vote through Electronic Voting System shall have one vote.
  - (d) On a poll or when there are more than one candidates duly nominated for the office of the President, the Vice-President I, the Vice President II, the Hon. Secretary, the Auditor, the members of the Board of Directors, the voting by members entitled to vote shall be through ballot as may be prescribed in the Bye-Laws of the Club as well as in the Companies Act, 2013.
  - (e) The Chairman of the meeting will have the authority to give directions in respect of all mailers other than those provided in clause (d) hereof, regarding the time and manner of conducting the poll.
  - (f) The Chairman of the meeting shall appoint one or more scrutinizer(s) as may be required by law ("Scrutinizer(s)"), to scrutinize the votes cast at a meeting by such mode as permitted under the Act and to report thereon to him.
  - (g) The Scrutinizer(s) to be appointed under this Article shall always be Chartered Accountant in practice or Cost Accountant in practice or Company Secretary in practice or an Advocate or any other person who is not in employment of the Club and is a person of repute and who, in the opinion of the Committee, can scrutinize the voting and Remote E-voting process in a fair and transparent manner.
34. Manner of taking Poll and result thereof

Subject to the provisions of these Articles and the Act

- (a) The Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
  - (b) The Club shall, subject to the provisions of the Act in permitting any other methods of voting, provide the facility to its Club Members to exercise their right to vote on resolutions proposed to be considered at any general meeting through Voting by Electronic Means as provided in the Act.
  - (c) A resolution proposed to be considered through Voting by Electronic Means shall not be withdrawn.
  - (d) The notice calling a general meeting shall contain the procedure for Voting by Electronic Means.
  - (e) In case of any dispute as to the validity or otherwise of a vote, the Chairman's decision shall be final.

The result of the poll, carried out under the provisions of the Act, shall be communicated to the Chairman by the Scrutinizer(s) and shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

- (f) The Scrutinizer(s) shall, after submission of the results on which the poll was taken, seal up the Voting Papers, if any, and the register and all other papers relating to Voting by Electronic Means and hand them to the Secretary who shall retain the same for seven days thereafter and/or cause the voting to be recorded on a CD or any other compact device which can be opened and read and shall seal the same and hand it to the Secretary who shall retain the same for seven days thereafter, as the case may be. Further, any enclosures submitted by the Scrutinizer(s) to the Chairman or any person specified in the Act, shall be handed over by the Chairman or such person to the Secretary of the Club forthwith who shall then retain such enclosure for a period of 7 (seven) days thereafter.
  - (g) The results declared along with the report of the Scrutinizer(s) shall be placed on the website of the Club and on the website of the Agency immediately after the result is declared by the Chairman.
  - (h) Notwithstanding the procedure contained in these Articles for the conduct and manner of taking a poll, where the Club is required to pass any resolution by way of postal ballot under the Act, it shall send a notice to all the Club Members, along with a draft resolution explaining the reasons therefore and requesting them to send their assent/dissent in writing on a postal ballot which shall then be conducted as prescribed under the Act.
35. If provisions of section 107 of the Companies Act, 2013 becomes applicable which relates to voting by show of hands,
- (a) Subject to the provisions of the Act, at any General Meeting, a resolution put to vote of the meeting shall, unless a poll is demanded as hereinafter provided, be decided on a show of hands. and in the case of any equality of votes the Chairman shall both on a show of hands and on a poll have a second or casting vote.
  - (b) A declaration by the Chairman in pursuance of these Articles that on a show of hands, a resolution has or has not been carried, or has not been carried either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the Club, shall be conclusive evidence of the fact, without proof of the number or proposition of the votes cast in favor of or against such resolution.
  - (c) At any General Meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least five members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, or carried by particular majority, or lost, or not carried by a particular majority and an entry to that effect in the book of the proceedings of the Club shall be conclusive evidence of the number or proportion of the votes recorded in favour of or against that resolution.
  - (d) If a poll is demanded as aforesaid it shall be taken at once in such manner as the Chairman of meeting directs and the result of the poll shall be deemed to the resolution of the meeting. The demand of a poll may be withdrawn before it is actually taken. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination shall be final and conclusive.
  - (e) No poll shall be demanded on the election of a Chairman of a meeting or on a motion of adjournment either of the meeting or of the consideration of any subject

#### **BOARD OF DIRECTORS**

36. (a) The Board of Directors of the Club shall until otherwise determined by the Club in General Meeting consist of not less than 12 (Twelve) and not more than 31 (Thirty one) members including President, Vice President I, Vice President II & Hon Secretary who shall be Ex-officio Members thereof. The Mayor & the Commissioner of the Ahmedabad Municipal Corporation shall also be Ex-officio Members thereof and be included in the total number of the Board of Directors.

- (b) The Board of Directors after the conclusion of Annual General Meeting held every year shall co-opt up to eight members of the Club from amongst the Life, Ordinary or nominees of Institutional Members to be the members of the Board of Directors. Out of the eight members to be co-opted two shall be from the Office Bearers of the immediate preceding financial year if they are not re-elected on their agreeing to hold the office. The other six members to be co-opted shall consist of at least two members who are fresh members who never were elected nor co-opted members of the Board of Directors. If such fresh members are not co-opted for any reason, then the posts will remain vacant.

In case immediate office bearers are re-elected, then the co-option of the said two members shall be from the retired office bearers who were holding the office of the President, the Vice President I, Vice President II and the Hon. Secretary prior to the term of re-elected office bearers.

Each of such co-opted members shall hold office from the date of their respective appointment, till the conclusion of the next Annual General Meeting of the Club.

- (c) The nominee of the Institutional Member shall be eligible to be elected as the member of the Board of Directors but his membership, if elected, will be considered only as personal to him and on his nomination being cancelled or altered by the Institutional Member or on the Institution ceasing to be a member, he shall cease to be a member of the Board of Directors. He shall not be eligible to become President, Vice President I, Vice President II or Hon. Secretary.

37. Members of the first Executive Committee of the Club (now Board of Directors)

1. Shri Chinubhai Chimanlal
2. Shri Shantilal Mangaldas
3. Shri Ratilal K. Patell
4. Shri Narottam K. Jhaveri
5. Shri Narendra L. Sheth
6. Shri Hariprasad K. Thakore
7. Shri Jayantilal C. Kusumgar
8. Shri Jitendra J. Thakore
9. Shri Ramanlal C Parikh
10. Shri Martandrai G. Shastri
11. Shri Chandrakant C. Gandhi
12. Shri Arvind Narottam
13. Shri Narottam Chandulal
14. Shri M.D. Rajpal (Mun.Commissioner - Ex-Officio)
15. Shri Jaykrishna Harivallabhdas (Mayor - Ex-Officio)

38. Since the Club intends to enlarge the strength of Board of Directors from 25 (Twentyfive) members to 31 (Thirtyone) members, for the first three years from 2017 to 2019, following procedure shall be adopted.

At the Annual General Meeting to be held in the year 2017, the seven members of the Board of Directors will vacate the office who are elected at the AGM held in 2015 and in place of these seven retiring members there shall be election of six board members.

At the AGM to be held in the year 2018, the seven members of the Board of Directors will vacate the office who are elected at the AGM held in 2016 and in place of these seven retiring members there shall be election of six board members.

At the AGM to be held in the year 2019, there shall be no members retiring from the Board of Directors, and the election will be held for six members of Board of Directors.

Thereafter, from the year 2020, one third of elected members of the Board of Directors (not being Ex-officio members and Office Bearers) shall be retiring by rotation every year at the Annual General Meeting of the company, if their number is not multiple of 3 (three) then the number nearest to one-third shall retire from the membership of the Board of Directors.



The retiring member of the Board of Directors shall however be eligible to be re-elected as the member of the Board of Directors in accordance with the relevant provisions of the Act. The member of the Board of Director to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who become member on the board of directors on the same day, who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

A member retiring at a meeting shall be eligible for re-election and shall retain office as a Member of the Board of Directors until the close of the meeting at which he retires.

39. If at any annual general meeting at which an election of members of the Board of Directors ought to take place, the place of the retiring members of the Board of Directors are not filled up and the meeting has not expressly resolved not to fill up the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place and if at the adjourned meeting also, the places of the retiring members of the Board of Directors are not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring members of the Board of Directors or such of them as have not had their places filled up, shall be deemed to have been re-elected at the adjourned meeting, provided, however, that if the number of retiring members of the Board of Directors is more than the vacancies which have not been filled up, the names of the persons who will be re-elected as per this article, will be decided by the draw of lot by the Board of Directors.
40. The Club may at the General Meeting at which a Member of the Board of Directors retires in manner aforesaid fill up the vacated office by electing a person thereto.
41.
  - (a) At every third Annual General Meeting, there shall be election for the office of President, Vice President I, Vice President II and Hon. Secretary and each office bearer so elected shall hold the office till conclusion of third Annual General Meeting or until he ceases to be a member of the Club whichever shall be earlier.
  - (b) No office bearer of the Club shall hold the same position for more than three consecutive terms of three years each; however he can again contest for the same post after a break of one year.
  - (c) A member elected as member of the board of directors cannot contest for the elections for more than five consecutive terms of three years each. However, he may contest the elections as member of the Board of Directors after a break of one year on completion of five terms for the same position.
42.
  - (a) No person not being retiring a Member of the Board of Directors shall be eligible for election as a Member of the Board of Directors at any General Meeting unless he has notified the Hon. Secretary of his intention to stand for election by a notice in writing signed by the member proposing to stand and by two other members as his proposer and seconder and deliver his assent to the Hon. Secretary at the Registered Office of the Club and not less than fourteen days before the date fixed for the meeting. The names of the persons so notifying their intention to stand for election shall be placed on the notice board of the Club.

A member having minimum five years of continuous membership of the club shall be eligible to contest for elections for any post.

- (b) No Member shall be eligible to propose or second a candidate for election unless he himself has been a member of the Club for a period of not less than 5 years as on the date of the proposal.
  - (c) No candidate will file his nomination for more than one office. The post of Vice President I and Vice President II are different posts.
  - (d) The provisions of the Companies Act 2013 and the Rules & Regulations framed there under shall govern the election of the Members to the Board of Directors at General Meeting of the members of the Club.



43. Any casual vacancy occurring among the Members of the Board of Directors and Scrutiny Committee may be filled up by the Board of Directors. The Board of Directors may likewise fill up any casual vacancy occurring in the office of the President, Vice President I, Vice President II or Hon. Secretary. However, the tenure of office of the members of the Board of Directors, Scrutiny Committee members, President, Vice-President I, Vice President II or Hon. Secretary so appointed to fill up the casual vacancy shall be for unexpired period of office of the person in whose place he is appointed and shall be eligible then for re-election.
44. Any member of the Board of Directors shall ipso facto cease to be a member thereof if
  - (a) he is posted for default under Article 16(d), or
  - (b) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for a continuous period of six months, whichever is the longer period, without leave of absence from the Board of Directors, or
  - (c) he ceases to be a duly qualified member of the Club, or
  - (d) he vacates office by reason of any of the provisions of Section 167 of the Act, or
  - (e) he ceases to be the nominee of the institution which he represents
45. Board meetings: The Board of Directors shall meet not less than once in every quarter of each calendar year however gap between two meetings shall not exceed 120 days, for the transaction of business.
46. Subject as aforesaid the Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate meetings and proceedings as it thinks fit and may determine the quorum necessary for the transaction of business. Until otherwise determined, 1/3rd of the total members shall be a quorum.
47. Any two office bearers may at any time convene a meeting of the Board of Directors and shall do so on being so requested by any three Members of the Board of Directors. It shall not be necessary to give notice of a meeting of the Board of Directors to any member who is not in the local area.
48. Questions arising in any meeting shall be decided by a majority of votes and in the case of an equality of votes the Chairman shall have a second or a casting vote.
49. The President shall be entitled to preside as Chairman of every meeting of the Board of Directors but if there be no President or if at any meeting the President is not present within fifteen minutes of the time appointed for holding the same or is unwilling to act, Vice President I, if he is willing, shall act as Chairman of the meeting. However if Vice President I is also not available or not willing, then Vice President II, if he is willing shall act as chairman. However, if he is not willing to act as chairman of the meeting, the Members of the Board of Directors present shall choose someone from the members of the Board of Directors to be Chairman of that meeting.
50. **DELEGATION OF POWERS AND FRAME BYE LAWS AND RULES:** Board of Directors are empowered to delegate, subject to such conditions as they think fit, any of their powers to Sub-Committees and to make, vary and repeal bye-laws or rules for the regulation of the proceedings of Sub-Committees.

Board of Directors shall have absolute powers to make, vary and repeal bye-laws or rules for the regulation of the business of the Club from time to time, rules relating to membership, joining fees for membership and variation thereof, elections rules, regulations and process, administrative matters, matter relating to staff and such other matters as may be deemed fit.

**Sub Committees:** The Board of Directors may delegate any of its powers except powers given under Section 179 of the Companies Act, 2013 to, or appoint for any special purposes, sub-committees consisting of such members of the Board of Directors of such other persons being members of the Club as they think fit. Any sub-committees so formed shall conform to any regulations that may from time to time be imposed upon it by the Board of Directors. The President and Hon. Secretary shall be ex-officio member of every such sub-committee.

**Executive Committee:** The Board shall constitute an Executive Committee consisting of office bearers viz. President, Vice President I, Vice President II and Hon. Secretary, and any two elected members which shall be vested with the powers of day-to-day administration delegated by the Board of Directors and such other powers to regulate affairs of the Club as may be prescribed and specified in the Bye-laws of the Club.

The meetings and proceedings of any sub-committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board of Directors so far as the same are applicable thereto and are not superseded by any regulation made by the Board of Directors.

The powers of the Executive Committee shall be governed as per bye laws of the club however some of the powers of Executive Committee as under:

- a. To appoint and dismiss officers and employees of the Club and to fix their wages or remuneration.
  - b. To prohibit particular games or sports on the Club premises entirely or at any particular time and regulate the rules to be observed and stakes to be played for by members playing any games or sports on the Club premises.
  - c. To prohibit the use of any premises over which the Club may have control by any member who may be indebted to the Club, or who may have failed, neglected or refused to conform to these Articles or the Bye-Laws for the time being in force.
  - d. To invite guests on behalf of the Club and pay for expenses of such guests in the sole discretion of the Board of Directors
  - e. To appoint/hire any advocates or professionals for matters relating to legal opinion and to act upon the same and carry out any professional work.
  - f. To constitute disciplinary committee from time to time based on the incidents and such committee shall investigate and report to Executive Committee and forthwith suspend a member for a period of three months and act further under Article 16.
  - g. To shut down or keep the activities of club closed temporarily upon verbal or written communications from regulators, Govt or semi Govt. authorities.
  - h. To put restriction of usage of specific amenities or activities by the members and their family members & guests for promotion of sports training and coaching activities.
  - i. To do legal compliances and sign and execute forms and returns as may be required from time to time for statutory compliances.
- 51 A resolution in writing circulated to all and signed by two-thirds of the Members of the Board of Directors for the time being in the local area shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors duly called and constituted.

## MINUTES

52. The Board of Directors shall cause minutes to be duly entered in the books kept for the purpose, of
- (a) all appointments of officers and sub-committees,
  - (b) the names of members present at each meeting of the Board of Directors and of any sub-committees,
  - (c) all orders made by the Board of Directors, Executive Committee, Scrutiny Committee and all sub-committees,
  - (d) all resolutions and proceedings of General Meetings and of Meetings of the Board of Directors, Executive Committee and all sub-committees,

and minutes of any meeting of the Board of Directors or of any subcommittees of the Club purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

## **POWERS OF THE BOARD OF DIRECTORS**

53. The management and control of the Club shall be vested in the Board of Directors, who shall be the Governing Body of the Club, and who may exercise all such powers and do all acts and things as the Club is by statute or by its Memorandum of Association, or by these Articles or otherwise, authorise to exercise and do, and are not by these Articles directed or required to be exercised or done by the Club in General Meeting but subject nevertheless, as to such acts or things as are not regulated by statute or by these Articles, to such regulations and directions as may from time to time be determined upon or given in General Meeting; provided that no such regulation or direction shall invalidate any prior act of the Board of Directors which would have been valid if the regulation or direction had not been made or given.
54. In furtherance of and without prejudice to the general powers conferred by or implied in the last preceding Article, it is hereby expressly declared that the Board of Directors shall be entrusted with and may exercise and perform the following powers and duties :-
- (a) To provide a common seal for the purposes of the Club and to affix it to any deeds or other documents required to be under its common seal, provided that the seal shall be so affixed only under the authority of a resolution of the Board of Directors and that all such deeds or other documents shall be signed by two Members of the Board of Directors and countersigned by the Hon. Secretary.
  - (b) From time to time make and alter the Bye-Laws, so as not to be inconsistent with the Memorandum of Association or these Articles and repeal any of them as the Board of Directors may deem expedient for the proper conduct, management and control of the Club or for any matter under these Articles requiring to be regulated by Bye-Laws.
  - (c) To register an increase in the total number of members.
  - (d) To write off in the accounts of the Club such sums as they may deem expedient in respect of bad and doubtful debts but not otherwise.
  - (e) To purchase or otherwise acquire for the Club any property, rights or privileges which the Club is authorized to acquire at such a price and generally on such terms and conditions as they shall think fit, subject to approval by members at their General Meeting.
  - (f) To borrow or to raise money which may be required for the purposes of the Club upon bonds, debentures, bills of exchange, promissory notes or other obligations of securities of the Club, or by mortgage or charge of the Club property, subject to approval by members at their General Meeting.
  - (g) To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Club.
  - (h) To invest and deal with any moneys of the Club not immediately required for the purposes thereof upon such securities and in such manner as they may think fit and from time to time to vary and realize such investments.
  - (i) To enter into all such negotiations and contracts and rescind and vary all such acts, deeds and things in the name and on behalf of the Club as they may consider expedient for and in relation to any of the matters aforesaid or otherwise for the purposes of the Club.
  - (j) To determine who shall be entitled to sign on the Club's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
  - (k) At any time and from time to time by power of attorney under the seal to appoint any person to be the attorney of the Club for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board of Directors under these presents and for such period and subject to such conditions as the Board of Directors may from time to time think fit.

- (l) To appoint two Joint Hon. Secretaries and/or a Hon. Treasurer to assist Hon. Secretary, and share additional responsibility of work relating to expansion/development activities of the Club or any other activities/responsibilities as may be delegated by the Board of Directors; however they shall not have right to vote at the meetings of the Board of Directors although they may be allowed to attend the meeting.
- (m) To explore the possibility of expansion of the activities of the Club and setting up of new project under the Club and to spend on preliminary expenses which include search and title report for the property to be acquired, hiring experts to carry out the feasibility reports, hiring architects, valuers, advocates for the proposed project. However, if materialized the actual new project should be with the consent of the members of the Club at Annual General Meeting. The maximum cap to be spent on one such project will be Rs.20,00,000/-.
- (n) To appoint internal auditors of the Club to carry out internal audit and other statutory compliance for each financial year and to fix their term of appointment and remuneration payable from time to time.
- (o) To appoint a practicing Company Secretary to assist the Club in doing legal compliances of the Club for the purpose of compliance with provisions of Companies Act, 2013, fix their term of appointment and remuneration payable from time to time.
- (p) To constitute scrutiny committee for the enrolment of new members and delegate powers for the functioning of the scrutiny committee.

#### **BOOKS AND DOCUMENTS**

- 55. The Board of Directors shall cause true Accounts to be kept of all sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Club and of the assets, credits and liabilities of the Club.
- 56. The books of accounts shall be kept at the Registered Office of the Club or at such other place (temporarily) as the Board of Directors think fit.
- 57. The Board of Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations, the accounts and books, and documents of the Club or any of them shall be open to inspection of the members and no member (not being a Member of the Board of Directors) shall have any right of inspecting any accounts or books or documents of the Club except as conferred by statute or authorised by the Board of Directors or by a resolution of the Club in General Meeting.

#### **ACCOUNTS AND BALANCE SHEETS**

- 58. Balance Sheet and Income and Expenditure Account
  - (a) At every Annual General Meeting of the Club the Board shall lay before the Club Members the financial statements of the Club for the relevant financial year which shall be on a date that shall not precede the day of the meeting by more than six months from the date of closing of the financial year.
  - (b) Report of the Board - The Board shall make out and attach to every Financial Statements a report prepared by it under the provisions of Section 134 (3) of the Act.
- 59. The contents of the Balance Sheet - financial statements shall give a true and fair view of the state of affairs of the Club and comply with the accounting standards notified under the Act and shall be in the form prescribed under Schedule III of the Act.

Every Balance Sheet and every Income and Expenditure Account of the Club shall be signed on behalf of the Board of Directors by the President, Secretary and by not less than two Members of the Committee of the Club.

The Balance Sheet and the Income and Expenditure Account shall be approved by the Board of directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.

60. The income and property of the Club shall be applied towards the objects of the Club and no portion thereof shall be applied in payment of dividends to the Members of the Club.

#### **AUDIT AND AUDITOR**

61. Every Balance Sheet and Profit and Loss or Income and Expenditure Account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.
62. The Club at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office until the next Ordinary General Meeting and the following provisions shall have effect, that is to say:
63. The Auditors shall be appointed and their duties regulated in accordance with Sections 139, 140, 141 and 142 of the Act, or other statutory provisions as to audit for the time being in force, the Members being treated as the shareholders mentioned in those sections.

#### **NOTICES**

64. (1) A notice may be given by the Club to any member either personally or by sending it by post or any other permissible mode prescribed in the provisions of The Companies Act, 2013 to his registered address, or (if he has no registered address in India) to the address, if any, within India supplied by him to the Club for the giving of notices to him.
- (2) Where a notice is sent by post as provided in Companies Act or by any other mode, service of the notice shall be deemed to be effected by properly addressing, preparing and posting 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.
65. If a member has no registered address in India, and has not supplied to the Club an address within India for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Club shall be deemed to be given to him on the day on which the advertisement appears.
66. Notice of every General Meeting shall be given in the manner hereinbefore authorised to (a) every member of the Club entitled to receive notice of General Meetings except those members who (having no registered address within India) have not supplied to the Club an address within India for the giving of notices to them, and also to (b) the Auditors of the Club.
67. The signature to any notice to be given by the Club may be written or printed under proper authority.

#### **INDEMNITY**

68. Every Member of the Board of Directors and / or every sub-committee, Manager and other officer or servant of the Club and any person employed by the Club as Auditor shall be indemnified by the Club against, and it shall be the duty of the Board of Directors out of the funds of the Club to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in the discharge of his duties, including travelling expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Member of the Board of Directors or sub-committee, officer or servant, or Auditor in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted, or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court, and the amount for which such indemnity is provided shall immediately attach a lien on the property of the Club and have priority as between the members over all other claims.

69. No Member of the Board of Directors or any sub-committee or Manager, or other officer of the Club or any person employed as an Auditor shall be liable for the acts, receipts, neglects or defaults of any member of any such Committee, or other officer, or for joining in any receipt or other act for conformity, or for any losses or expenses happening to the Club through the insufficiency or deficiency of title to any property acquired by order of the Board of Directors for or on behalf of the Club, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortune whatever, which shall happen in the execution of his office, or in relation thereto, unless the same happen through his own dishonesty.

We, the several persons, whose names and address are subscribed are desirous of being formed into a company in pursuance of this Articles of Association.

<b><i>Addresses, Description and</i></b>	<b><i>Occupation of Subscribers</i></b>
(1) Chinubhai Chimanlal	Son of Chimanbhai Lalbhai Mill Agent, Shahibaug, Ahmedabad - 4.
(2) Narottam K. Jhaveri	Son of Keshavlal L. Jhaveri Business, Zaveriwad, Ahmedabad.
(3) Martandrai G. Shastri	Son of Gangashanker S. Shastri Business, 708, Sankadi Sheri, Ahmedabad.
(4) Jayantilal Chimanlal Kusumgar	Son of Chimanlal Vadilal Kusumgar Business, 4, Dasha Porwad Society, Ellisbridge, Ahmedabad - 7
(5) Jitendra Jiwanlal Thakore	Son of Jiwanlal Balwantray Thakore Business, Golwad, Khadia, Ahmedabad.
(6) Hariprasad Keshariprasad Thakore	Son of Keshariprasad Sakarlal Advocate, 8, N.B.Society, Ellisbridge, Ahmedabad - 7
(7) Ramanlal C. Parikh	Son of Chimanlal Bapalal Parikh Business, Lalit Kunj, Shahibaug, Ahmedabad.

Dated this 7th day of December, 1962

Witness to the above signatures

Himatlal Vrajlal Dave	Son of Vrajlal Nandlal Dave Service Opp. English Cinema, Lakhia's Building, Ahmedabad-380 001.
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