

THE COMPANIES ACT, 2013

ARTICLES OF ASSOCIATION

OF

THE MAHOMED BAGH CLUB LIMITED

**(A COMPANY LIMITED BY GUARANTEE AND NOT
HAVING SHARE CAPITAL)**

PRELIMINARY

- 1) The Regulations contained in Table "H" of the First Schedule to the Companies Act, 2013 or any statutory modifications thereof, shall apply to this Company as far as applicable to a Public Company except to the extent the said regulations have been expressly altered, varied and omitted in these Articles. These articles and wherever required the said regulations contained in Table "H" shall be the regulations for the management of the Company.

INTERPRETATION

- 2) Subject headings hereto shall not affect the construction hereof and in these present, unless there be something in the subject or context inconsistent therewith.
 - a) The Company means **THE MAHOMED BAGH CLUB LIMITED**
 - b) 'The Act' means The Companies Act, 2013 as may be applicable and statutory modification thereof.
 - c) 'The Office' means the Registered Office for the time being of the Company located at 202 Mahatma Gandhi Marg, Lucknow-226002.
 - d) 'The Register' means the Register of Members to be kept in pursuance to section 88 of the Act.
 - e) 'Month' and 'Year' means a Calendar Month and a calendar year respectively.
 - f) 'Seal' means the Common Seal of the Company.
 - g) 'The Directors' means the Directors of the Company and includes persons occupying the position of the Directors by whatever names called.
 - h) 'In Writing' or 'Written' means and includes words printed, lithographed, represented or reproduced in any mode or in any visible form.
 - i) "**Member**" means and includes all the subscribers to the first Memorandum of Association, Permanent Members and Life Members of the Club either admitted or selected as hereinafter provided. However, for the purpose of seeking election to or holding office in the Managing Committee or right of voting in any meeting of the Club,

- it does not include an Honorary, Associate, Temporary, Dependent, Reciprocating, or Corporate members.
- j) **“The Committee”** means the Committee of management or Managing Committee, and the **“Secretary”** means the Secretary for the time being of the Club.
 - k) **Membership** - The Company shall consist of Life Members, Permanent Members (hereinafter both called Members), Associate Members, Temporary Members, Corporate Members and Reciprocating Members as provided for under the Articles of the Club
 - l) **Life Members** - Any Member who has completed 50 years of Permanent Membership of the Club will automatically be granted Life Membership without any payment. Other Permanent Members of the Club who have completed five years of permanent membership will qualify to become a Life Member on payment of Rs Five Lacs, or such higher amount in lump sum as decided by the Committee from time to time.
 - m) **Associate Members** - The Club may select waiting applicants as Associate Members through the process as laid down in the Articles 9 to 17, on payment of full fee as applicable to a Permanent Member. Associate Members will enjoy all the privileges of a member except voting rights. They will be, category wise eligible to be, granted Permanent Membership at the discretion of the Management Committee, as and when vacancies are created or occur in that category, without any additional fee.
 - n) **Distinguished Guests** - Commissioned Officers of the Indian Navy and other distinguished persons visiting Lucknow may be invited by the Committee as distinguished guests to the Club for a specified period.
 - o) **Honorary Member and Patron**- The Governor of Uttar Pradesh shall be conferred upon the Honorary Membership of the Club, by the Committee, for his tenure in the office. The General Officer Commanding-in-Chief, Central Command, shall be the Patron and Honorary Member of the Club.
 - p) **Defence Forces Members** -Defence Forces Officers posted and serving in Lucknow Garrison holding a commission in the Defence Forces to include IAF Station Memaura, Bakshi-Ka-Talab and Barabanki, shall be entitled to become members without the ballot, with voting rights on an application addressed to the Secretary of the Club, duly countersigned by his Commanding Officer.
 - q) Words imparting ‘Singular’ shall include ‘Plural’ and *vice versa*, words imparting ‘Masculine Gender’ shall include ‘Feminine Gender’ and words imparting ‘persons’ shall include ‘Bodies Corporate’ also.
 - r) **Co-opted Member** - Co-opted Member means a permanent member co-opted by the Managing Committee to the Committee without right of voting in the meeting.
- 3) The company is a “Public Company” within the meaning of section 2(21) of the Companies Act, 2013, not having a paid-up share capital and a Section 8 company as per Companies Act 2013 formed for the purposes not of gain, based on principle of mutuality.
 "Company limited by guarantee" means a company having the liability of its members limited by the memorandum to such amount as the members may respectively undertake to contribute to the assets of the company in the event of its being wound up".
 - 4) **Membership** - The Mohamed Bagh Club Limited shall consist of Life Members, Permanent Members (hereinafter both called Members), Associate Members, Temporary Members, Corporate Members and Reciprocating Members as provided for under the Articles of the Club.

- 4A) **Strength of Membership** – The Club shall consist of 2500 members. These shall comprise of Defence Service Officers, Officers of the All India Services and other persons of commensurate status. The Committee may, whenever they deem advisable, effect an increase or decrease in the number of members, when minimum nine Committee Members are present and at least seven vote in favor of the change. Further sub categories will be laid down in Bye-Laws.
- 5) **Honorary Member and Patron**– The Governor of Uttar Pradesh shall be conferred upon the Honorary Membership of the Club, by the Committee, for his tenure in the office.
The General Officer Commanding-in-Chief, Central Command, shall be the Patron and Honorary Member of the Club.
- 6) **Defence Forces Members** - Defence Forces Officers posted and serving in Lucknow Garrison holding a commission in the Defence Forces to include IAF Station Memaura, Bakshi-Ka-Talab and Barabanki, shall be entitled to become members without the ballot, with voting rights on an application addressed to the Secretary of the Club, duly countersigned by his Commanding Officer.
- 6A) **Life Members** – Any Member who has completed 50 years of Permanent Membership of the Club will automatically be granted Life Membership without any payment. Other Permanent Members of the Club who have completed five years of permanent membership will qualify to become a Life Member on payment of Rs. Five Lacs, or such higher amount in lump sum as decided by the Committee from time to time. The privileges of Life Members shall be as under:-
- a) A letter of appreciation will be sent to the Member concerned under signature of the Chairman.
 - b) A list of Life Members will be prominently displayed in the Club premises.
 - c) The ceiling of credit facilities extended to Life Members will be Rs.10,000/- per month or such higher amount as decided by the Managing Committee .
 - d)Ward’s application sponsored by the Life Members need not be seconded.
 - e)Will be exempted from the payment of monthly Club Subscription.
- 6B) **Associate Members** – The Club may select waiting applicants as Associate Members through the process as laid down in the Articles 9 to 17, on payment of full fee as applicable to a Permanent Member. Associate Members will enjoy all the privileges of a member except voting rights. They will be, category wise eligible to be, granted Permanent Membership at the discretion of the Management Committee, as and when vacancies are created or occur in that category, without any additional fee.
Associate Members will be liable to the guarantee referred to in the Memorandum of Association Para 5.
Associate Membership will cease at the discretion of the Management Committee.
- 7) **Distinguished Guests** – Commissioned Officers of the Indian Navy and other distinguished persons visiting Lucknow may be invited by the Committee as distinguished guests to the Club for a specified period.

- 8) **Procedure For Admission of Members-** Save as provided by Articles 5, 6 and 6A, all other applicants, for admission, shall be admitted as per the procedures laid down in Articles 9 to 17.
- 9) **Form of Proposal for Membership-** Every applicant shall be proposed and seconded by two Permanent Members of the Club who shall be held responsible for payment of any outstanding dues up to Rs. 10,000/- for five years, if selected. The name of every such applicant with rank, profession, occupation and their description, together with the name of proposer and seconder shall be sent to the Secretary on a form obtainable from him, under their signature.
- 9A) **Proposing and Seconding Of New Members** - The following restrictions will apply to members proposing and seconding an applicant :-
- a) Members can propose and second only one applicant each during a calendar year.
 - b) The Applicant will furnish an affidavit certifying that he is a permanent resident of Lucknow and proposer and seconder will certify that all the contents of the application are correct to the best of their knowledge. Any incorrect information given on the application form will, in addition to the individual, render the member proposing or seconding the applicant also liable for suitable action under the Club Bye-Laws.
 - c) A member of the Committee during his tenure shall not propose any individual for membership.
 - d) The proposer and seconder shall be jointly and severally liable for any default in payment of Club dues by the member to such extent as may be decided by the Committee from time to time, subject to maximum limit laid down under Article 9.
- 10) **Procedure of Screening** - The form shall hereafter be put up before the Screening Committee for decision as to whether the applicant be registered or not. Detailed procedure will be as laid down in the Bye Laws.
- 10A) **Registration of Application** -All applications cleared by the Screening Committee will be serially allocated a registration number by the Secretary and the applicant shall be required to pay such non refundable registration amount as decided by the Committee from time to time.
- 10B) Thereafter, the form shall be put up before the Managing Committee and the applicant shall be called for At Home for decision as to whether the applicant be admitted or not. The decision of the Committee shall be conveyed to the applicant. All applicants so registered will be given a total of three looks in the At Home, with a gap of at least six months.
- 10C) **Transfer of Membership to a Nominee** - Any existing member over 75 years of age desirous to relinquish membership in favor of his son/daughter (grandson/grand daughter in case of pre deceased son/daughter) may nominate one of them and inform in writing to the Secretary. Such nominee will be called for an "At Home" within one month of the application and if found suitable may be admitted as a member on payment of an entrance fee as decided by the Committee from time to time. In such a case, the membership of the original member shall cease from the date of grant of membership to the nominee.

- 11) **Use of Club by Applicants** - A candidate who has applied for the Club Membership will not be allowed to use any Club facility till he is granted the membership.
- 12) **Notification After Admission**- On the admission of a member, the Secretary shall notify him in writing, under intimation to his proposer and seconder, at the same time furnishing him with a copy of the Club's Articles of Association and Bye Laws.
- 13) **Applicant Not Selected as Member**- If the applicant is not selected as a member the Secretary shall inform his proposer and seconder after every At Home.
- 14) **Withdrawal of Application** - The name of any applicant shall not be withdrawn except upon his own written request or on that of his proposer or seconder, to the Secretary.
- 15) **Applicant Refused Membership** - No applicant refused membership by the Committee can be again put up for selection until after a period of 6 months has elapsed.
- 16) **Binding on Members** - Every Member of the club, whether admitted or elected, is bound by the Memorandum and Article of Association of The Mahomed Bagh Club Limited, and in particular by the guarantee not exceeding Rs. 5000 set out in the Paragraph 5 of the Memorandum.
- 17) **Entrance Fee** - The entrance fee to the Club shall be such as may be decided upon by the Committee from time to time.
- 18) **Liabilities of Distinguished Guests**- Any distinguished person may be admitted as Distinguished Guest of the Club at the discretion of the Committee, under Article 7, for the period not exceeding 14 days, provided that no one, until, he becomes a Member, shall by reason of his being a Distinguished Guest be considered to have subscribed to the guarantee in the Club Memorandum And Article of Association or to be liable to contribute under such guarantee. However, he will be liable to pay the charges for whatever he uses or consumes.
- 19) **Temporary Members** -
 - a) The Committee may admit Temporary Members of the Club from any of the following categories :-
 - i. Serving commissioned officers of the Defence Forces not posted in Lucknow but their spouses staying in Lucknow, for the duration of their stay in Lucknow.
 - ii. Officers of All India Services (including Allied Services) and Chief Justice, Judges of the High Court, posted at Lucknow, for the duration of their posting in Lucknow.
 - iii. Persons of national eminence as unanimously decided by the Committee.
 - iv. Defence Service Officers on retirement, if settled in Lucknow.
 - b) Membership in the above categories will be allowed for a period of three years, subject to production of a certificate of 'continued posting in Lucknow' every year, by the serving members. It may be extended on a yearly basis for additional two years by the Committee. However, an existing Temporary Member, on retirement, may be allowed to retain his membership, on application, till completion of total five years in

prescribed manner, provided he is a resident of Lucknow, at the discretion of the Management Committee.

- c) Temporary Membership under the above categories will be governed as laid down In the Bye Laws.
- d) Members under the above categories shall not be entitled to right of vote or voice in the management of the affairs of the Club.
- e) Credit facilities shall not be extended to such members. They can obtain cash card/coupons from the Club through credit/debit card or cash payment. The subscriptions and dues if any will be paid directly to the Club in advance every month.
- f) An entrance fee and a refundable security deposit would be payable by such Temporary Members as laid down in Bye Laws and fixed by the Committee from time to time for them.

20) **Permanent Membership** -Temporary Members may apply for Permanent Membership under the Articles laid down for the purpose.

20A) **Conduct of Dependents and Guests** - All types of Members will be responsible for the conduct of their dependents and guests and will ensure that they adhere to the Club Rules.

21) **Members Privileges** - Only Members shall have any voice in the Management of the Club affairs, or the right of voting, or enjoy the privileges of Reciprocating Membership with other Clubs.

22) **Gymkhana Subscriptions** -

- (a) All category of members shall pay subscription, for each gymkhana facility they use, at the prescribed rates, fixed by the Management Committee from time to time.

Further, any member on the playing list who removes his name from the list while a member of the Club shall before being again accepted as a playing Member be required to pay back any Gymkhana subscription, not exceeding four months subscription, of which he may have been relieved while off the playing list.

- (b) Members physically incapacitated or absent from station for a period exceeding a month will be exempted from paying Gymkhana back subscription for the period of absence when they re-join for play.

22A) **Monthly Subscriptions** - The monthly Club Subscription, Library Subscription and Sports Subscription will be payable in advance, by all Members resident in Lucknow, at the rates as fixed and revised in the AGM/EGM from time to time. The Library subscription will be utilized for maintenance of the Club Library and the Sports Subscription for maintenance and upkeep of sports facilities of the Club. The rates of Club Subscription will be fixed separately for serving Defence Service Officer Members and for all other category of members, respectively. Half of the monthly subscription shall be payable by members present in Lucknow for less than 10 days in any one calendar month.

23) **Absentee Subscription**-In the event of a member leaving the station, the member shall inform in writing to the Secretary whether he wishes to resign from the membership or wishes to be treated as Absentee Member. The Absentee Membership Subscription shall be payable on annual basis, in advance, as on 01 Apr every year, as fixed and revised from time

to time. In the event of an absentee subscription not having been paid for a period of six months from the date of the bill or by September of that calendar year, whichever is earlier, the said Absentee Member will be sent a due notice. Any Absentee Member failing to pay his dues within three months of sending the notice shall cease to be a member ipso facto and shall forfeit all rights and claims to the Club or its property and his name shall be struck off and a note be made against his name and circumstances under which he ceases to be a member.

- 24) **Persons Dismissed From Public Services or Convicted by a Criminal Court**-No person who has been dismissed from the public service will be eligible to become a member of the Club, unless reinstated.

Any Member who is charged for an offence involving moral turpitude, his membership shall be suspended with immediate effect. Once a member is dismissed or convicted by a criminal court, on account of moral turpitude, he shall cease to be a Member of the Club with immediate effect. But, on being reinstated/acquitted on appeal, as applicable, he shall be eligible to be re-admitted, as in the case of an original applicant, but without payment of any fresh entrance fee, if any exists.

- 24A) **Widow's Membership** – In case of death of a Club Permanent Member, his wife will be admitted as a Member without paying any additional entrance fee.

- 25) **Members' Responsibility for Payment Before Leaving Lucknow** –All category of Members, shall ascertain whether they are in debt to the Club for subscription or otherwise and must settle their bills before leaving Lucknow.

- 26) **Non-payment of Club Dues** - All category of Members, shall pay their bills as required under Bye-Laws.

a) In case of non -payment of a bill by 30th of the month in which the bill is issued a reminder will be sent by SMS/email. If default continues such persons name shall be posted on the Club Notice Board on 15th of the following month, simultaneously a notice will be sent through Registered Letter/Speed Post/SMS/email with a copy to his Proposer and Secunder and he shall be debarred from all further use of the Club until payment is made. No defaulter member under this article can exercise voting right on any meeting of the Club.

b) Any one so posted, failing to pay his account within 30 days from the date of posting shall, if a Member, cease to be a Member, and if not a Member, be debarred from all privileges of the Club. He will be sent a communication to this effect by the Secretary through a Registered Letter/Speed Post/SMS/email and the proposer and secunder will be asked to make the payment within 15 days.

c) Any member ceasing to be a member under this article, shall there by forfeit all rights to or claim upon the Club or its property, and his name shall be struck off the list of Members and a note of the circumstances of his having ceased to be a member shall be made against his name in the Register.

d) In case of defaulting Member or Members the Managing Committee shall be empowered to remove the name or names of such defaulters from the Register of Membership.

e) Communication as mentioned in Article 26(a) & (b) once issued from the Club Office will be deemed to have been served on the Member.

f) In the event of non-receipt of a monthly bill from the Club by a member by 10th of the month, it shall be duty of the member to ascertain from the Club about his dues and make prompt payment.

26A) While the Club will make every effort to send the bills to members by due date, it is the responsibility of the members to ascertain their dues to the Club and pay them at the earliest and certainly by 30th of the month in which the bill is issued. In case of any discrepancy/dispute in the bill, the member shall immediately complain in writing to the Secretary, who shall ensure that the matter is resolved within 30 days of receipt of such complaint. Notwithstanding the above, the bill shall be paid by the member as per the schedule only, and necessary adjustments shall be made subsequently when the matter is resolved. If the member fails to make a written complaint by 30th of the month following the month in which the bill was issued, it shall become undisputed bill and the Club cannot be called upon to produce any evidence in support of the said bill.

27) **Resignation of Membership-** A Member may resign membership of the Club by notifying the Secretary in writing to that effect. Such Member's Membership and liability to further subscription will terminate only with the end of the month in which such notice is received.

28) **Effect of Cessation of Membership-** Every Member resigning Membership of the Club or ceasing to be a Member, or being expelled from the Club shall ipso facto forthwith forfeit all right or claim upon the club or its property but shall remain liable to the extent of his guarantee under the Memorandum of the Association for one year from the date when his Membership terminated or his expulsion occurred. A note shall be made against his name, of the termination of Membership or expulsion and of the liability under guarantee.

28A) **Restoration of Membership:** Disciplinary Cases and Non -Payment of Dues

- a) Membership ceased on account of nonpayment of the Club dues may be restored at the discretion of the Committee after the individual concerned has cleared all dues beside payment of Restoration Fees as decided upon by the Committee from time to time.
- b) Any Member, including Absentee Members, whose membership has been ceased under Article 23 or 26 due to non- payment of Club dues for the second time, shall NOT be considered for the restoration of membership.
- c) Any Member, who is suspended for the second time on disciplinary ground under Article 30A, will be expelled from the Club Membership permanently.
- d) Any Member whose Membership is restored after having been terminated under Articles 23 or 26 will not be eligible to seek election to the Committee for a period of five years from his date of restoration, notwithstanding his earlier having paid restoration fee as applicable.

29) Guests-Members may, subject to the Articles of Association and Bye -Laws, introduce visitors to the Club, at fees prescribed in the Bye Laws.

No one can be introduced as a visitor who has been refused Membership or expelled from the Club.

No one residing in Lucknow who is eligible to become Member or Temporary Member shall be introduced as a visitor on more than two occasions in any month.

- 29A) **Termination of Members** - A member shall cease to be a member of the Club in any one of the following ways: -
- i. By his being adjudicated insolvent.
 - ii. By his being dismissed from Government Service.
 - iii. By being found guilty by a competent court of an offence involving, in the opinion of the committee, gross misconduct.
 - iv. In case of the conduct of a member shall, in the opinion of 2/3rd of members present at the Managing Committee meeting, be injurious to the character and interest of the Club. Not less than 9 members should be present at such Meeting.
 - v. For non-payment of bills, under Article 26(b).
- 30) **Infraction of Rules** - The Committee shall take cognizance of any infraction of the Articles of Association or Bye-Laws. Should reparation not be made in the manner they may consider fit or should any circumstances occur likely to interrupt the Harmony, affect the character or endanger the stability of the Club, it shall be their Special duty to call upon any Member, Temporary or otherwise, to resign, and if he declines to do so, they shall after hearing any explanation that may be offered, call a Management Committee Meeting under the article herein prescribed, and in the event of two thirds of the Meeting deciding by ballot or otherwise on his expulsion, the Member, Temporary or otherwise shall cease to belong to the Club, and a note of the circumstances of his having ceased to be a Member shall be made against his name in the Register.
- 30A) **Suspension for 90 Days** - Any Member found behaving in a manner not consistent with the dignity of the Club, be suspended from the Membership of the Club for a period up to 90 days. Prior to such action, the individual concerned will be served with a show cause notice and allowed up to 15 days' time to submit reply. The reply shall be considered by the Committee and decision taken with regard to suspension and further action, if any. If due to any reason the Committee meeting cannot be held or if a situation so warrants, the Vice Chairman will be empowered to issue the suspension order which would be ratified by the Committee within 30 days of issue of suspension order. The Vice Chairman will also be empowered to issue suspension order pending an enquiry on disciplinary aspect. In all such cases, the Member concerned may submit an appeal to the Chairman whose decision in the matter shall be final.
- 31) "United Services Club" clause deleted.
- 32) **Composition of the Managing Committee**- Management of affairs of the Club shall be vested in a Managing Committee of a Chairman and 10 Members. The Chairman shall be appointed by the Patron every alternate year between Chief Secretary, Government of UP and Chief of Staff Headquarters Central Command. Ten Members shall be elected as under:
- (a) Five Members from among Serving Defence Services Officers admitted to the Club of which the Commander/GOC MUPSA/Station Commander shall always be one.
 - (b) Five Members out of the members fulfilling the criteria laid down in the Bye-Laws for election to the Managing Committee of the Club other than Serving Defence Service Officers.
 - (c) Elected Members of the Committee after completion of a term will be eligible to seek re-election for a second term. After serving for a term of two years, the members will be eligible to contest for election to Management Committee only after a gap of

four years. In the event of a Management Committee Member having contested in the second year, consecutively or otherwise, and not being elected, he would be eligible to contest only after a gap of four years, thereafter. However, this clause will not be applicable in respect of Commander/GOC MUPSA/Station Commander who, will invariably be a member of the Committee.

(d) The senior most Serving Defence Services Officer from among those elected, shall be the Vice Chairman cum Managing Director to transact the business of the Club. His duties and powers would be laid down in the Bye-Laws.

(e) No Member will be allowed to be a Member of the Managing Committee for a total of more than four terms. One term will normally comprise of a period between two consecutive AGM cum elections, or part thereof. In case any Member is appointed to the Management Committee in terms of Article 34, due to occurrence of a vacancy, his term will be counted only if he consequently completes six months or more in the Committee.

33) **Quorum-** Four Members of the Committee shall form quorum, and all questions shall be decided by the majority of votes, each Member of the Committee having one vote. If the Chairman is unable to be present, the Committee shall proceed to elect a Chairman for the Meeting who in the event of any equality shall have a second or casting vote. Votes by proxy shall not be admissible at any Meeting of the Committee.

34) **Resignation of Member of Managing Committee and Chairman -** In the event of a Member of a Committee resigning his Membership or on leaving Lucknow for a period exceeding three months the Committee shall appoint his successor. In the event of whole Committee resigning at a time, an Extra Ordinary General Meeting shall be summoned within 15 days for the election of a new Committee. In the event of a Chairman resigning or leaving Lucknow or being otherwise unable to continue due to any reason the officiating Chief Secretary/Chief of Staff Central Command shall be appointed by the Patron as his successor to serve for the remaining period till the next Annual General Body Meeting or till arrival of the new Chief Secretary/Chief of Staff Central Command, as the case may be.

34A) **Co-opted Member -** Co-opted Member means a permanent member co-opted by the Managing Committee to the Committee without right of voting in the meeting.

The Managing Committee may co-opt up to four Members who would be specially useful to the Club due to their experience or expert knowledge or for the organization of the Club functions or to assist the sub committees.

Services of the spouse of any member may also be obtained by the Management Committee for similar purposes.

34B) **Advisor -** The Committee may appoint up to two experts, preferably from amongst the Members, as Advisors or Technical Advisors, to advise the Club Management on specific technical issues. Remuneration, if any, to be fixed by the Management Committee from time to time.

35) **General Powers of Managing Committee -** The Committee shall be the Governing Body of the Club, and in addition to the powers and duties, expressly conferred by the Statute or by the Articles of Association, may exercise all such powers and do all such acts and things as shall be by Statute or by these Article of Association directed or authorized to be done by the

Club as a Company Limited by guarantee, except those which are not by these Articles, or by statute, expressly directed to be done by the Club in the General Meeting, subject nevertheless, as to such act and things as are not regulated by statute or by these Articles of Association to such Regulations and directions as may from time to time be determined upon or given at any Ordinary or Extra Ordinary General Meeting of the Club.

36) **Responsibilities and Duties** – In furtherance, and not in limitation of, and without prejudice to the general powers conferred by or implied in Article 35 it is hereby expressly declared that the Committee shall be entrusted with to exercise and perform the following powers and duties :-

- a) To take over the effects and liabilities of The Mahomed Bagh Club Limited.
- b) Generally to purchase, take on lease or in exchange or otherwise, acquire for the purpose of the said Club, any movable or immovable property, and in particular lands, building, furniture, Club and house hold effects, wines, stores, utensils, books, newspapers, periodicals, musical instruments, fitting apparatus, appliances, conveniences and accommodations and any rights or privileges which the said Committee may think necessary for the purpose of the business of said Club and so far as the law may from time to time allow to sell, let, mortgage or dispose of the same .
- c) To borrow or raise money in such manner as the Committee think fit and charge upon any of the Club's property, both present and future including the sum not called upon under the guarantee of each Member or by mortgage or charge off all or any of the property or assets of the Club.

Provided always that the committee shall not borrow or raise any such loan at any one time of any such sum exceeding Rupees Five Lacs without the sanction of the two third of the members of the Club present in General Meeting, voting in person or by proxy .

Provided also that the total sums of Rupees five Lacs under and borrowed or raised by the Committee without such sanction shall not aggregate more than Rs. 10,00,000/- (Rupees Ten Lacs) before being brought forward at a General Meeting.

- d) To take or lease any building for the purpose of the Club.
- e) To enter into such contracts and do all such acts and things as they think expedient for the purpose of the said Club and subject to the Regulations contained in these Articles, to dispose of the funds of the said Club for the promotion of the objects there of and to invest the funds in such securities as they may think fit.
- f) To make, alter and cancel all Bye-Laws relating to elaborations/explanations of the provisions of the Articles, laying down detailed procedures, the internal economy of the Club such as the prices of the refreshment, the hours of using the Club, the rents or charges for residence, various fees and so forth. Such Articles or Bye-Laws shall be posted in the Club House and shall be binding on the Members in the same way as if they had been contained in these Articles of Association and until other Articles or Bye-Laws are prescribed, made or framed by the Committee, those provisions set forth in Bye-Laws of the Club.

37) **Committee Meetings** – The Committee shall hold an Ordinary Meeting every month, and as many times more as they think necessary, and shall keep a Minute Book in which the proceedings of their meetings shall be recorded and signed by the Chairman of the meeting and they shall cause proper books of accounts to be kept by the Secretary.

- 37A) Amendment to Bye-Laws/Policy Decision–Policy decisions/additions/amendments to Bye-Laws made by one Committee shall not be revoked, changed or amended by another Managing Committee unless at least nine members of the Committee are present at the meeting presided over by the Chairman and changes approved by the Committee with a minimum of seven members in favor of any changes to be effected.
- 38) **Appointment of Secretary and Staff** - The Committee shall appoint a Secretary, who shall also be the Chief Executive Officer of the Club and look after the correspondence, exercise the authority of the Committee in regard to the amounts and discipline of the Club, and sign all cheques and receipts subject to such limitations as the Committee may from time to time see fit to impose and the Secretary will ex-officio be the treasurer and shall be responsible for maintenance of the Accounts and Account Books of the Club.
- In addition the Committee shall be competent to appoint such staff in consultation with the Secretary as may be needed to discharge the functions and duties in the interest of the Club.
- 38A) Appointment and Duties of Club Secretary -
- a) The Secretary shall be a paid executive of the Club. He shall be the overall in charge of the administration, upkeep of the property, discipline of the staff, accounts of the Club and answerable to the Committee.
 - b) The Secretary shall be appointed on such terms and conditions as determined by the Bye-Laws. The Secretary shall discharge such duties as may be prescribed by the Bye-Laws.
- 39) **General Meeting** - General Meeting may be either Ordinary or Extra Ordinary. There shall be at least one Ordinary General Meeting, as Annual General Meeting of the Club, held each year within a period of six months, from the date of closing of the financial year.
- 40) **Annual General Meeting** - At the Annual General Meeting in each year the Committee shall submit a report on the affairs of the Club and a Balance Sheet which should contain a summary of the property and liabilities of the Club in the form annexed to Schedule III of the Companies Act of 2013, or as near there to as circumstances admit.
- 41) **Report and Balance Sheet** - A copy of such report and Balance Sheet shall, fourteen clear days prior to such Meetings, be posted in the Club and circulated to the Members.
- 42) **Motion of Proposal for General Meeting**-Any motion intended to be brought before an Ordinary General Meeting must be forwarded with the names of proposer and seconder to the Secretary at least seven days before the date of such Ordinary General Meeting for the purpose of being posted on the Notice Board.
- 43) **Extraordinary General Meeting**- The Committee may, of their own motion, or shall on the requisition by one tenth of the Members resident in Lucknow, call an Extra Ordinary General Meeting. Notice of such calls and the objects there of shall be sent to the each Member in writing or through electronic means, Fourteen clear days before the Meeting.
- 44) **Holding of General Meeting**- The place, date, day and hours, for holding any General Meeting shall be Published by the Committee by notice put on the Notice Board of the Club

House and in writing or through electronic means, Fourteen clear days before the date of holding the Meeting.

44A) Qualification for Contesting Election for Managing Committee-

- a) Any Member whose membership has once been terminated for misdemeanor, indiscipline or violation of the Club Rules will be disqualified for a period of five years.
- b) Any Member against whom a criminal case is in progress in any court or who has turned approver will not be eligible to contest the election until acquitted by the Court. Any person who had been dismissed from public service or convicted by a Criminal Court unless reinstated or acquitted on appeal, as the case may be, would cease to be a Member of the Club. However, on being reinstated or acquitted on appeal, such Member shall be eligible to be selected as in case of an original candidate but without payment of fresh entrance fees, if any.
- c) Except for Defence Serving Officers and Class 1 Officers of the All India Services, other candidates should have been a Member for at least five years from the date of application.

44B) Procedure for Election of Managing Committee- The procedure for election of Managing Committee shall be as laid down in the Bye Laws.

45) **Proxy-** Any Member who is absent and is eligible to vote, may vote by proxy at a General Meeting and a Member eligible to vote, present at a Meeting, may hold one or more proxies. A proxy may empower the holder to vote generally at the Meeting for the absent Members or it may empower the holder to vote in a specified manner. Every proxy must be signed by the Member who is absent and be properly stamped. Every proxy shall be as valid on the occasion of an adjourned Meeting as on the original date of Meeting for which it was given provided always that voting by proxy shall not be permitted whenever expressly prohibited by the Articles. The use of proxies shall not be permitted for the purpose mentioned in Article 32. In other words, the Chairman and Members of the Managing Committee will be elected by only those present at the Annual General Meeting.

46) **Modification or Rescinding Articles -** Any existing Article may be modified or rescinded and new Article may be made with the sanction of three fourths of the Members of the Club present in General Meeting. If any such alteration or addition be carried as provided, it shall be entered in a book to be kept for the purpose, and Articles so amended or added shall become one of the Articles of the Club.

47) **Quorum at General Meetings-** At a General Meeting, 15 Members present in person, exclusive of the Chairman, shall constitute a quorum. All motions and proposition shall be carried or rejected by a majority of votes, and only Members are entitled to attend at such Meeting and vote personally or by proxy, each Member of the Club having one vote and the Chairman of a meeting having a vote.

48) **Adjournment of General Meeting-** A General Meeting may be adjourned to another date by the Chairman of meeting or by the Managing Committee, if a quorum is not present, and no Chairman has consequently been elected.

- 49) **Notice for General Meeting**-A notice may be served upon any Member either in writing or through electronic means fourteen clear days before the date of the General Meeting. No Member who has failed to register or update his address, mobile number, email id shall be entitled to receive any such notice. Any accidental omission to give notice to, or the non-receipt of such notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting.
- 50) **Notice Deemed as Served**- Any notice sent by SMS or E-mail or speed post on the registered number, id, address, of the member, shall be deemed to have been served.
- 51) **Examination of Accounts** - Once at least every year the Accounts of the Club shall be examined and the correctness of the Balance Sheet ascertained by one or more Auditors. Records of accounts will be maintained along with related vouchers for last eight financial years.
- 52) **Appointment of Auditors**-The Members shall appoint an individual or a firm as an Auditor, at a General Meeting, who shall hold office from the conclusion of that meeting till the conclusion of its sixth Annual General Meeting, subject to ratification of such appointment by the Members at every Annual General Meeting.
Before such appointment is made , written consent of the Auditor to such appointment and a certificate from him that the appointment, if made, shall be in accordance with the laid down provisions of law and indicating that he satisfies the laid down criteria under Companies Act 2013, Section 141, shall be obtained from the Auditor.
The Secretary shall inform the Auditor concerned of his appointment, and also file a notice of such appointment with the Registrar within fifteen days of the meeting in which the Auditor is appointed.
- 53) **Eligibility of Auditors**- The Auditors or Auditor should be a qualified Chartered Accountant and may be a member of the Club. No person is eligible who is interested, otherwise than as a Member, in any transactions of the Club or is indebted to the Club or is a relative of any Committee Member / Key Managerial Person of the Club or is a person who has been convicted by a court, in last ten years, of an offence involving fraud. No Member of the Committee or an employee of the Club or any other officer of the Club or an employee of any such officer/employee, is eligible during his continuance in office.
- 54) **Remuneration of Auditors**- The remuneration of the Auditors or the Auditor shall be fixed in the General Meeting or in such manner as may be determined therein.
- 55) **Re-eligibility of Auditors** - Any Auditor shall be re - eligible after a gap of five years from the date of completing his previous term of appointment of five consecutive years (ten consecutive years in case of an Audit Firm) as Auditor of the Club.
- 56) **Filling Casual Vacancy of Auditors** - If any casual vacancy occurs in the office of Auditor, the Committee shall appoint an Auditor to fill the vacancy within 30 days and the Auditor so appointed shall hold the office till conclusion of next Annual General Meeting. However, if the casual vacancy has arisen as a result of resignation of the Auditor, then such appointment will also be required to be approved by a General Meeting convened within three months of the recommendation of the Committee.

- 57) **Duties of Auditors** - Every Auditor shall be supplied with a copy of the Balance Sheet and it shall be his duty to examine the same with account books and vouchers relating there to, prepare his report as per the provisions of Law giving a true and fair view of the state of the Club's Financial Position at the end of the Financial Year and present the same to the members at Annual General Meeting of the Club.
- 58) **Documentation for Auditor-** Every Auditor shall, at all reasonable times, have access to the books of accounts and vouchers of the Club and shall be entitled to require from the officers of the company such information and explanation as he may consider necessary for the performance of his duties as auditor.
- 59) **Registration** - We the several persons, whose names and addresses are given below, are desirous of being formed into a company limited by guarantee, in pursuance of this Memorandum of Association, with effect from 04 February 1899, under the Indian Companies Act of 1882 as a Limited Company formed for purposes not of gain.

S no.	Particulars	Signature
a)	Maj. Gen Sir Montagu Gilbert Gerard K.C.S.I.C.B.	SD/-
b)	Colonel Robert De La Cour Corbett M.D,F.R.C.S,I.D,S.O,R.A.M.C	SD/-
c)	Lieut Colonel Samuel Holt Lomax The Cameronians	SD/-
d)	Lt Col Francis William Nicholas Wogan Browne 3rd (Kings Own) Hussars	SD/-
e)	Maj Edmund John Holloway The Duke of Cornwallis Light Infantry	SD/-
f)	Maj. William Joseph Newell 8th (Rajputs) Regiment of Bengal Infantry	SD/-
g)	Capt Cecil Davis 1st Regiment of Bengal Lancer	SD/-