

MEMORANDUM OF ASSOCIATION  
OF  
**THE BENGAL ROWING CLUB**

1. The name of the Company is 'The Bengal Rowing Club'.
2. The Registered Office of the Company is situated in the State of West Bengal.
3. The Company shall be strictly non-political in its aims and activities and its object shall be:
  - I. THE MAIN OBJECTS OF THE COMPANY SHALL BE:
    - a) To afford to its Members facilities for boat rowing;
    - b) To provide for its Members, as far as possible, the usual privileges, advantages and amenities of a Club.
  - II. MATTERS WHICH ARE NECESSARY FOR THE DOING OF ALL SUCH OTHER LAWFUL THINGS AS CONSIDERED NECESSARY FOR THE FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(I) ABOVE:
    - a) To raise funds by accepting donations and levying subscriptions from the Members;
    - b) To provide and maintain suitable buildings, rooms and other facilities for the purpose of the Company;
    - c) To purchase, take on lease or hire or otherwise acquire any moveable or immovable property or rights or privileges necessary or convenient for the purposes of the Company;
    - d) From time to time, to borrow or raise money which may be required for the purpose of the Company upon Bonds, Debentures, Bills of Exchanges, Promissory Notes or other obligations, on the Security of the Company or Mortgage or Charge of the Company's property;
    - e) To sell, improve, manage, develop, exchange, lease or let under-lease, or sublet, mortgage, dispose off, turn to account or otherwise deal with all or any part of the property of Company;
    - f) To construct or alter or keep in repair any buildings required or used by or for the Company;
    - g) To invest the money of the Company not immediately required in such financial instruments as may, from time to time, be determined by the Board of Directors of the Company;
    - h) To own, purchase, take on lease or tenancy or in exchange, hire or otherwise acquire, build, construct, establish, maintain, reconstruct, equip or alter any

immovable or movable property and any rights or privilege therein which may be deemed necessary or convenient for all or any of the objects of the Company;

- i) To maintain or cause to be maintained Refreshment Stalls within the premises of the Company for supplying Refreshment to the Members at a tariff which shall be settled by the Board of Directors from time to time;
  - j) Generally to do all such other things as are incidental or conducive to the attainment of the objects stated in Clause 3 of this Memorandum.
4. The objects of the Company extend to the whole of India as well as overseas.
5.
  - (i) The surplus, if any, or other income and property of the Company whenever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association.
  - (ii) No portion of the surplus, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend or bonus or otherwise howsoever by the way of surplus to the persons who at any time are to have been Members of the Company or to any of them or to any person claiming through any of them.
  - (iii) No remuneration or other benefit in money or money's worth shall be given by the Company to any of its members, whether officers or members of the Company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the Company.
  - (iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its employees or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the Company.
  - (v) Nothing in clauses (iii) and (iv) shall prevent the payment by the Company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the Company;
6. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.
7. The liability of Ordinary Members of the Company is limited by guarantee within the meaning of the provisions of the Companies Act, 2013.
8. Every Ordinary member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the period of his membership or within a year of his ceasing to be a Member, such amount as may be required not exceeding Rs.50/- for paying off the debts and liabilities of the Company contracted

before he ceased to be a Member and for the costs, charges and expenses of the winding up and for equalizing the liabilities of the contributors amongst themselves.

The liability of Other Members/ every member other than Ordinary Member shall be limited to the subscriptions that may be due from them on the date of the winding up.

9. True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, the accounts shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined and the correctness of the balance-sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
10. If, upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given as a gift to the Calcutta Pinjrapole or any other Calcutta Institution to be determined by the Ordinary Members for the time being of the Club.
11. The Company can be amalgamated only with another company registered under Section 8 of the Act and having similar objects.

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

No.	Name, Address and Description of Subscribers	Witnesses
1.	BADRIDAS GOENKA, Merchant 24, Banstolla St., Calcutta	<b>R.S.V. AIYER,</b> Advocate, Madras High Court, 13, Tarapado Chaterjee Lane, Howrah.
2.	G.D. BIRLA, Merchant 15, India Exchange Place, Calcutta	
3.	KANAILAL JATIA, Merchant 21, Roopchand Roy's St., Calcutta	
4.	RAGHUNATH PRASAD PODDAR, Trader 5, Elysium Row, Calcutta	
5.	RAMPRASAD RAJGARHIA, Trader 21, Syed Sally Lane, Calcutta	
6.	GAZANUND JATIA, Merchant 21, Roopchand Roy's St., Calcutta	
7.	SHEOKISSEN BHATTER, Merchant 30, Clive St. Calcutta	
8.	PRABHUDAYAL HIMATSINGKA, Solicitor 6, Old Post Office St., Calcutta	
9.	SAJAN KUMAR CHOWDHURY, Merchant C/o, Chhaajuram & Sons, 100, Clive St., Calcutta	
10.	RADHAKISEN CHAMARIA, Trader 1, Cullen Place, Howrah	
11.	B.M. BIRLA, Merchant 15, India Exchange Place, Calcutta	
12.	RAMDHANDASS JHAJHORIA, Merchant 138, Harrison Road, Calcutta	

*Dated, the Eight day of January, 1929*

**ARTICLES OF ASSOCIATION  
OF  
THE BENGAL ROWING CLUB**

**I. INTERPRETATION**

1. The Articles of Table 'H' in the first schedule to the Companies Act, 2013 (18 of 2013) (hereinafter referred to as Table 'H') shall be applicable to this Company except in so far as excluded, modified, varied or altered expressly or implicitly by the Articles of the Company hereinafter following or made from time to time.
2. Unless the context otherwise requires, words or expressions contained in these Articles shall have the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
3. Wherever in these Articles the male gender is expressed, it would be deemed to include both male gender and female gender.
4. In these Articles unless there be something in the subject or context inconsistent therewith –
  - (i) '**Act**' means The Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force in India.
  - (ii) '**Articles**' means these Articles of Association as applicable to the Company and as amended from time to time.
  - (iii) '**Board of Directors**' or '**Governing Body**' means the body of elected Office Bearers and Directors constituted for management of the Club.
  - (iv) '**Company**' or '**Club**' means The Bengal Rowing Club.
  - (v) '**Director**' or '**Governing Body Member**' means the Member of the Governing Body elected and/or appointed under these Articles.
  - (vi) '**Member**' means any person admitted to the membership of the Club as per these Articles.
  - (vii) '**Office Bearer**' means the President, the Vice-President and the Honorary Secretary duly elected as per provisions of these Articles and the Honorary Joint Secretary appointed by the Governing Body as per provisions of these Articles.
  - (viii) '**Relative**' shall mean relative as defined in Companies Act, 2013 or any amendments thereto.
  - (ix) '**Rules**' shall mean the Rules, Regulations and Bye-laws of the Club for the time being in force.
  - (x) '**Year**' means the period from 1st April to 31st March, inclusive of both days.

## **II. LIABILITY AND LIMIT OF MEMBERSHIP**

5. The liability of the Ordinary Members of the Club is limited by guarantee within the meaning of the provisions of the Companies Act, 2013.
6. The maximum number of Ordinary Members which the Club may have is 5000 (Five Thousand only) and the number of other members are subject to the following limits:
  - a) Maximum number of Corporate and Associate Members shall be 200 and 50 respectively;
  - b) Maximum number of Gymkhana members shall be 35;
  - c) Maximum number of Honorary Invitee shall be 20.

The Club may, at a General Meeting, whenever they think fit, authorize an increase of Membership strength.

## **III. CLASS OF MEMBERS**

7. There shall be the following classes of Members, namely:

A. **ORDINARY MEMBERS:**

- (i) Resident Member
- (ii) Non-Resident Member
- (iii) Life Member
- (iv) Honorary Member

B. **OTHER MEMBERS:**

- (i) Corporate Member
- (ii) Associate Member/Affiliated Clubs
- (iii) Rowing Member
- (iv) Gymkhana Member
- (v) Temporary Member
- (vi) Honorary Invitee

A. **ORDINARY MEMBERS:**

- (i) **Resident Member:** All Ordinary Members other than Non-Resident, Life and Honorary Members shall be Ordinary Resident Members.
- (ii) **Non-Resident Member:** An Ordinary Member having minimum 5 years of uninterrupted membership and who has shifted his permanent residence to a place not falling within a radius of 80 Kms from the Municipal limits of Kolkata can become a Non- Resident Member.
- (iii) **Life Member:** An Ordinary Member may, at any time, subject to the approval of the Governing Body, become Life Member on payment to the Club, a contribution of a sum not exceeding Rs. 15,00,000/- (Rupees

Fifteen Lakhs Only), as may be determined by the Governing Body from time to time, which shall be non-refundable. They shall be entitled to all rights and privileges of Ordinary Members and shall be exempted from payment of further subscriptions.

- (iv) **Honorary Member:** The Governing Body may, at its discretion, upgrade the membership of members having at least 60 years of uninterrupted membership of the Club to the category of Honorary Members. They shall be entitled to all rights and privileges of Ordinary Members and shall be exempted from payment of further subscriptions.

**B. OTHER MEMBERS:**

- (i) **Corporate Member:** A Company/Body Corporate /Limited Liability Partnership, with such prescribed capital / turnover, for such period and guaranteed with such number of membership nominees as may be prescribed from time to time by the Governing Body, shall be eligible to become Corporate Members of the Club, subject to approval of the Governing Body. Admission of every such nominee shall be as prescribed under Clause VI of these Articles.

- (ii) **Associate Member/  
Affiliated Clubs:** A corporate body, society or unregistered body primarily providing to its members the usual privileges, advantages and amenities of a Club (excluding privately owned clubs) shall be eligible to become Associate Members, subject to approval of the Governing Body.

- (iii) **Rowing Member:**
- (a) **Probationary Rowing Member:**
- Any person who is over the age of 11 years and up to 21 years, (in case of minors with the written consent of the guardian) and is interested in the sport of Rowing, upon being introduced to the Chairman / Captain / Vice Captain of Boats may be inducted as Probationary Rowing Member.

(b) **Regular Rowing Member:**

Any Probationary Rowing Member, after being assessed by the Captain/Vice Captain of Boats

for his/her progress / capabilities in Rowing, shall be recommended to the Rowing Committee within 12 months to 18 months of his/her joining date and a minimum 2/3rd of the members of the Rowing Committee should approve to confirm his / her to become a Regular Rowing Member. The Rowing Committee shall within one month send a report of such induction to the Governing Body through Membership Committee.

**(c) Senior Rowing Member:**

A Regular Rowing Member may opt for Senior Rowing Membership on fulfilling specified criteria of the Club to be entitled to limited benefits of the Club on payment of a subscription. The Rowing Committee, after examining the pre-requisites may recommend his / her application to Membership Committee for final approval.

The Rowing Committee shall review all categories of Rowing Members within the month of February each year, and shall submit its report within March each year to the Governing Body through Membership Committee.

**(iv) Gymkhana Member:**

Candidates between the age of 11 and 25 years, who, in the opinion of the Governing Body, shall actively participate and represent the Club in sports and cultural activities, may be admitted by the Governing Body as a Gymkhana Member.

**(v) Temporary Member:**

- (a) A permanent member of any of the Associate Member/ Affiliated Club covered under Article 7B(ii) or a relative of any member of the Club, if temporarily residing in Kolkata, may be elected as a Temporary Member by consent of any 2(two) Office Bearers of the Club for a maximum period of 90 days in any 12 calendar months and on such terms as may be prescribed by the Governing Body.
- (b) Persons residing outside 80 Kms of the municipal limits of Kolkata may be elected a Temporary Member of the Club for such period not exceeding a period of 6 months and



on such terms as may be prescribed by the Governing Body.

(vi) **Honorary Invitee:**

(a) A maximum of 20 Ladies and/or Gentlemen of eminent position and resident of Kolkata may be invited by the Governing Body to become Honorary Invitee of the Club for a maximum period of 2 years, beyond which the same can be renewed at the discretion of the Governing Body.

(b) The undernoted categories of persons shall be considered for grant of such membership:

- High Court Judges
- Serving and Career diplomats attached to Kolkata Consulates of Foreign Countries.
- IAS officers of West Bengal Cadre not below the rank of Joint Secretary.
- IPS officers not below the rank of Joint Commissioner of Police.
- Deputy Commissioners of Police having jurisdiction over the club.
- Ministers of the West Bengal State/Central Government.
- Mayor of Kolkata city.
- Such other Eminent Persons and Dignitaries.

#### **IV. RIGHTS AND PRIVILEGES OF MEMBERS**

8A. Ordinary Members shall be entitled to the following rights and privileges:

- (a) To be present and vote at all General Meetings either in person or by proxy and every Ordinary Member shall have one vote;
- (b) To propose and second candidates for Membership;
- (c) To have personal access to the Library, playing grounds and other public rooms of the Club and take part in all games and entertainments provided by the Club, subject to such rules and restrictions, if any, as may for the time being, be prescribed by the Governing Body;
- (d) To fill any office in the Club upon being duly elected thereto.

8B. Any Member other than Ordinary Members shall not take part or vote in any General Meeting of the Club and shall not have any right in the Management of the Club. They cannot be elected as Members of the Governing Body of the Club. They are entitled to such of the other privileges of the Ordinary Members as may be prescribed by the Rules and Bye-Laws of the Club.

#### **V. QUALIFICATION OF MEMBERS**

9. No individual shall be eligible for membership of the Club (including as corporate nominees), other than Rowing, Gymkhana, Corporate and Associate member, who is not above 18 years of age at the time of his application for membership.

## **VI. ELECTION AND ADMISSION OF MEMBERS**

10. Every candidate for election as a Member shall be proposed by an Ordinary Member and seconded by another Ordinary Member in prescribed form and in such manner as may be decided by the Governing Body.
11. An Ordinary Member is entitled to either propose or second candidates subject to the condition that the maximum number of candidates, proposed/seconded by him, outstanding for election at any point of time cannot exceed 2. This restriction shall however, not be applicable in case of proposing or seconding any Ordinary Member's son/daughter.
12. The spouse/family/next offspring of the deceased member must intimate the Club within 12 (twelve) months of demise, and within 2 (two) months thereof, the Club shall invite the deceased's ordinary member's spouse and such application for membership has to be made within 6 months of such invitation, and such membership shall be considered by the Governing Body only on payment of all arrears.
13. The application of the candidate will be considered only if such applicant is introduced to at least two-third Members of the Governing Body present at the Meeting. The election of Members other than Temporary Member shall be by ballot of the Governing Body taken at a Meeting and if the candidate obtains a majority of not less than two to one and also that there are not more than three votes against his election, he shall be declared elected.
14. On the election of a candidate, the Club shall send him a notice in writing together with a copy of the Memorandum and Articles of Association intimating that he has been elected upon payment of the entrance fee and subscription for the relevant quarter, or the remaining months of the quarter.
15. No newly elected candidate shall be entitled to any of the privileges of Membership before he pays his entrance fee and subscription due and his election may be declared void by the Governing Body if the entrance fee and subscription are not paid.
16. In the event of a candidate not being elected, the fact shall be notified to his proposer by the Club and such a candidate shall not be proposed again for election till the expiry of 5 years from the date of the last rejection and a register for such rejected candidate shall be maintained by the Club.
17. **Gymkhana Members**
  - (i) Election and proposal of a Gymkhana Member shall take place in accordance with the procedure as above.
  - (ii) If elected, candidates shall pay an admission fee of such amount as may be prescribed by the Governing Body from time to time.

- (iii) The Proposer and Secunder shall deem to have given an unconditional undertaking and/or guarantee to pay all bills of his/her candidate being so admitted.
- (iv) Membership of every Gymkhana Member shall be subject to review by appropriate Committee, duly authorized by the Governing Body for this purpose by end of February every year, and such Committee shall submit its report to the Governing Body by end of March every year, failing which the Gymkhana Member shall cease to be a member of the Club.
- (v) Gymkhana Membership shall, subject to conditions as specified above, be for such periods as may be prescribed by Governing Body from time to time subject to a maximum of 3 years, on the expiry of which, such Member shall be eligible to apply to the Governing Body to renew his membership. The Governing Body, at its sole discretion, may refuse to renew such membership.
- (vi) A Member of 5 years and above shall be entitled to propose a candidate for Gymkhana Membership.

### **VII. CHANGE OF GYMKHANA MEMBERSHIP**

18. A Gymkhana Member may, subject to the provision of these Articles and the Rules and Bye-Laws of the Club, become an Ordinary Member by applying for Ordinary Membership in the same manner as is prescribed above and upon payment as entrance fee such sum as may be prescribed for Ordinary Members less such sum as he may have already paid as entrance fee upon election as a Gymkhana Member.

### **VIII. TERMINATION OF MEMBERSHIP**

19. A Member shall cease to be a Member and his connection with the Club shall be liable to be terminated in any of the following cases:
- (a) By his becoming of unsound mind.
  - (b) By voluntary resignation in writing addressed to the Club.
  - (c) By his being adjudicated insolvent by a competent Court of Law.
  - (d) By his being held by a competent Tribunal to be guilty of improper conduct.
  - (e) By his being found guilty, by a competent Tribunal, of any offence involving, in the opinion of the Governing Body, gross misconduct or moral turpitude.
  - (f) By his not paying his arrears of subscriptions or bills of the Club within 2 (two) months after written notice calling for such payment.
20. If it shall appear to the Governing Body that any Member including the nominee of Other Members, has not conformed to these Articles or to the Bye-Laws or regulations of the Club or that any member has been guilty of any conduct likely to reflect detrimentally on the Club, the Governing Body shall have the power to request such Member to resign or strike off the name of such Member from the Roll of Membership and the Governing Body shall not be bound to assign any reason for its doing so.

Proceeding under this Article can be taken by the Governing Body when the same has been approved by a two third majority of Members present at a Meeting of the Governing Body.

21. Persons ceasing to be Members of the Club by operation of Clauses (a), (b), (c) and (f) of Article 19 shall be eligible for re-election but those ceasing to be Members under Clause (d) and (e) of Article 19 and under Article 20 shall not be readmitted.
22. A Member wishing to resign his Membership of the Club must give 1 (one) month's notice of his intention in writing to the Secretary, and must pay all arrears of subscriptions and other monies due by him to the Club and upon acceptance of the resignation by the Governing Body such Member shall cease to be a Member.
23. In addition to the circumstances provided herein for termination of membership in general, the person admitted as a Gymkhana Member shall cease to be a Gymkhana Member on the occurrence of any of the following:
  - (i) On the date of being admitted as an Ordinary Member;
  - (ii) On completing the age of 30 (thirty) years;
  - (iii) On the expiry of the period of membership;
  - (iv) On membership being terminated by the Governing Body prior to expiry of the period of membership;
  - (v) On the candidate's Proposer and/or Secunder being adjudicated and declared insolvent;
  - (vi) On failing to apply for Ordinary Membership on or before attaining the age of 26 (twenty six) years;
  - (vii) On failure of the Appropriate Committee to submit report to the Governing Body as per Article 17(iv) or upon such decision by the Governing Body based on the report submitted to it by the Appropriate Committee.
24. Upon election as an Ordinary Member, his Gymkhana Membership would simultaneously cease. Candidates shall pay entrance fee at such rates as may be prescribed on the day on which he is elected as an Ordinary Member. The amount of the entrance fee, paid at the time of Gymkhana Membership, shall be adjustable against the proposed entrance fee and the balance amount shall be payable by the said Member.
25. The entrance fee for Gymkhana Membership shall not be refundable under any circumstances. To avail the benefits under Article No. 24 a Gymkhana Member must apply for Ordinary Membership before attaining the age of 26 (twenty six) years.

### **IX. RE-ELECTION**

26. No re-election shall take place until all sums, if any, due by the candidate to the Club have been paid.
27. Re-election of Members shall take place in the same ways as the election of new Members as provided above and upon payment of half the current prevailing entrance fee for the particular category. However, in case of those who ceased to be members for not paying arrears of subscriptions or bills of the Club as per Article 19(f), the application for re-election must be made within 1 year of termination and upon payment of half the current prevailing entrance fee for the particular category.

### **X. SUBSCRIPTIONS AND OTHER PAYMENTS**

28. (a) Terms, conditions and qualifications of each class of Members shall be in accordance with the Rules and Bye-Laws of the Club which may be framed and altered from time to time save and except that the Entrance Fee and Monthly Subscription for the following classes of Members shall be as stated below:

<b>Class of Members</b>	<b>Entrance Fee</b>	<b>Monthly Subscription to be fixed by the Rules &amp; Bye-Laws of the Club but not to exceed.</b>
Ordinary	Such Amount not less than Rs:75000/- and more than Rs: 20,00,000/-as may be fixed by the Governing Body from time to time	Rs:1000/-
Deceased Member's Spouse	Rs:1000/-	Rs:1000/-
Rowing	Such Amount not exceeding Rs:5000/-	Rs:500/-
Temporary Member	Nil	Rs:2000/-
Gymkhana	Such amount not less than 15% and Not more than75% of Ordinary Member's Fee.	Rs:1000/-
Corporate	Such amount not less than Rs:5,00,000/- and not more than Rs: 20,00,000/- as may be fixed for such period on terms to be finalized by the Governing Body.	Rs:1000/-

- (b) For the purposes of promoting usage of the Club, the Governing Body may introduce such schemes as it may deem fit, subject to the approval of the members.
- (c) For purpose of development of the Club's properties and/or construction of any new buildings, the Governing Body may levy a surcharge of such amount not exceeding in the aggregate Rs. 5,000/- on Members of the Club, as the Governing Body may, from time to time, decide towards the 'Building and Development

Fund' of the Club provided that such surcharge may be paid in one or more installments as the Governing Body may decide and the Governing Body is authorized to modify the amount payable within these limits or withdraw such surcharge as and when it may deem fit in its discretion and judgment and subject to the condition that such surcharge shall not be imposed on such Members more than once in every 5 years beginning from the date of the first installment.

### **XI. REGISTER OF MEMBERS**

29. A Register of Members shall be kept in the Club which shall record the particulars as per the provisions of the Companies Act, 2013.

### **XII. GENERAL MEETING OF THE CLUB**

30. **Frequency:** General Meetings of the Club shall be of two kinds:
- (a) Annual General Meeting which shall be held once a year in the month of June, or as soon thereafter as may be convenient and practical, and
  - (b) Extraordinary General Meetings which may be held such number of times and as often as may be necessary.
31. **Agenda:** The agenda of the Annual General Meeting will be to:
- (a) To consider the financial statements and the reports of the Governing Body and the Auditors.
  - (b) To elect the Office-Bearers and Members of the Governing Body for the ensuing year.
  - (c) To appoint and fix the remuneration of the Auditors.
  - (d) To transact any other business that may be brought forward, which shall be deemed to be special business.
32. **Calling of Extraordinary General Meetings:** Extraordinary General Meeting of the Club shall be convened on the written requisition of not less than one-tenth of the total voting power of all the members having on the said date a right to vote, for consideration of any specified subject or subjects which should be stated in the requisition. The Governing Body, may also call Extraordinary General Meetings of the Club whenever they think fit, to consider specified subject or subjects. The proceedings of such Extraordinary General Meetings shall be restricted to the consideration of the subject or subjects for which they were called.
33. **Notice:**
- (a) Notice of all General Meetings should be issued at least 14 days prior to the date of the Meeting.
  - (b) Notice may be served upon any Member either personally or by registered post or speed post or by courier or by e-mail or by any other electronic means or such other mode as may be prescribed.

34. **Quorum:**

- (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) The quorum for General Meetings shall be:
  - (a) 5 ordinary members personally present if the number of members as on the date of meeting is not more than one thousand.
  - (b) 15 ordinary members personally present if the number of members as on the date of meeting is more than one thousand but up to five thousand.
  - (c) 30 ordinary members personally present if the number of members as on the date of the meeting exceeds five thousand.

35. **Chairperson:**

The President, or in his absence or inability, the Vice-President, shall take the Chair, if both the President and Vice-President, are not present on the expiration of 15 minutes after the scheduled time for the Meeting, the Governing Body Members present in the Meeting shall elect one of the Governing Body Members present to be Chairperson of the meeting. If at any meeting no Governing Body Member is willing to act as Chairperson or if no Governing Body Member is present within 15 minutes after the scheduled time, the members present shall choose one of the members to be the Chairperson of the meeting.

36. **Votes:**

- (a) Every member shall have one vote.
- (b) A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- (c) No member shall be entitled to vote at any general meeting unless all sums presently payable by him to the Company have been paid.
- (d) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (e) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

37. **Proxies:**
- (a) Members may be present either in person or by proxy, but proxies shall not be given to anyone who is not an Ordinary Member on the date of the Meeting or who is not entitled to vote at the Meeting. Also, a person can act as a proxy on behalf of not more than 50 members.
  - (b) The appointment of proxy shall be in form as prescribed under Companies Act, 2013.
  - (c) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity, revocation shall have been received by the Club at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
38. **Proceedings:**
- (a) All motions and amendments shall require to be seconded otherwise they cannot be put to vote. Amendments must be in writing unless excused by the Chairman.
  - (b) Save as otherwise provided in Article 46, at any General Meeting, a resolution put to the vote of the meeting shall unless a poll is demanded in terms of the Act or the voting is carried out electronically; be decided on a show of hands. Ballot shall be in such form as prescribed under Companies Act, 2013.
  - (c) The Chairman's decision on the show of hands shall be final unless a division is called for and it shall be competent for any 10 members of the Club, present at the meeting, to call for a division.
  - (d) In the event of even voting, the Chairman shall have a casting vote.
  - (e) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
39. **Adjournment:**
- (a) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
  - (b) If a General Meeting of the Club could not take place owing to want of quorum at the time convened, the



Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other date and such other time and place as the Governing Body may determine and if at such adjourned Meeting a quorum is not present within half an hour, those Members who are present, being not less than 7, shall form the quorum and only the unfinished business of the original meeting shall be considered at such adjourned meeting.

- (c) In case of an adjourned meeting or of a change of day, time or place of meeting, the Company shall give not less than 3 days notice to the members in such manner as may be prescribed.
- (d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (e) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

### **XIII. MANAGEMENT OF THE CLUB**

- 40. **Composition:** The Management of the affairs of Club shall vest in the Governing Body of the Club and shall be composed of the Office Bearers of the Club and as many other ordinary members as shall, with these office bearers, make up a total of not less than 12 and not more than 15.
- 41. **Office Bearers:**
  - President, to be elected as per these Articles
  - Vice-President, to be elected as per these Articles
  - Honorary Secretary, to be elected as per these Articles
  - Honorary Joint Secretary, to be appointed by the Governing Body from amongst themselves as per these Articles.
- 42. **Election:**
  - (a) The Office Bearers and Members of the Governing Body shall be elected every year from amongst the Ordinary Members of the Club at or before its Annual General Meeting and shall hold office until the next election is made, provided that any such member shall not be eligible for election to the Governing Body unless he has completed at least 3 years of such membership as on the date of the relevant Annual General Meeting in which he seeks election.
  - (b) If, for any reason, the Office Bearers and members of the Governing Body should not be appointed in any year, the Office Bearers and Members holding office during the previous year shall continue to do so until their successors shall be duly elected.

43. If any vacancy shall occur in any office during the interval between Two Annual General Meetings, the Governing Body may proceed to fill in the vacancy, and such person shall hold office upto the date of the ensuing Annual General Meeting, or such shorter period as the Governing Body may prescribe.
44. In the first week of the month of May every year, or as soon thereafter as may be convenient and practical, the Secretary shall, by circular letter, addressed separately to each Ordinary Member of the Club, ascertain if he is willing to serve on the Governing Body for the ensuing year. The reply to such enquiry must reach the office of the Club within 15 days of such enquiry and non-receipt of a reply from any member shall be regarded as tantamount to intimation that such member is not willing to serve on the Governing Body. The Secretary shall thereafter prepare a list containing the names of members who have intimated their willingness to serve on the Governing Body and place it before the next meeting of the Governing Body.
45. The retiring members of the Governing Body shall, before their retirement, frame a list containing the names of the members who, in their opinion, ought to constitute the Governing Body for the ensuing year. The Secretary shall simultaneously with the issue of notice of the Annual General Meeting, send to each ordinary member a list of members willing to serve on the Governing Body together with the recommendations of the retiring Governing Body.
46. If any Ordinary Member wishes to propose alternative names from among those who have indicated their willingness to serve in place of any recommended by the retiring Governing Body, he shall give notice of the same to the Secretary in writing and such notice should reach the Secretary at least 48 hours before the time fixed for the Annual General Meeting. Where alternative names have been proposed in place of those recommended by the retiring Governing Body, all such names shall be read out at the Annual General Meeting by the Secretary and, after being duly proposed and seconded, the said names shall be submitted to the vote of the meeting and candidates obtaining the largest majority shall be declared duly elected. The voting for election shall be by ballot of the Members present either in person or by proxy. Where there are no alternative proposals to any name recommended by the retiring Governing Body, such names shall be voted upon by show of hands.
47. No Member who has held office during the previous year shall be thereby disqualified for re-election.

#### **XIV. MEETING OF THE GOVERNING BODY**

48. **Frequency:** Subject to the provisions of the Companies Act 2013, the Governing Body may meet as often as necessary subject to the condition that it shall hold atleast one meeting within every 6 calendar months to transact any business that may be brought forward. The Governing Body may meet at such places and such times as they deem advisable and make such regulations as they think proper as to the summoning and holding of their Meetings and for the transaction of business at such Meeting.

49. **Quorum:** (a) The quorum for the meeting of the Governing Body shall constitute of 7 Governing Body Members. Provided that for election of Members as specified in Article 13 as well as for any amendment in the Rules, Regulations and Bye-laws, the quorum shall be 9 Governing Body Members.
- (b) The continuing Governing Body members may act notwithstanding any vacancy in the Governing Body; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Governing Body, the continuing Governing Body members may act for the purpose of increasing the number of Governing Body members to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
50. **Adjournment:** If a Meeting is adjourned for want of quorum, the Meeting shall stand adjourned to the same day, time and place or to such other date, time and place as the Governing Body may determine and a quorum of 7 Governing Body Members will be required to transact the business detailed in the Agenda of such adjourned Meeting.
51. **Chairman:** The President, or in his absence or inability, the Vice-President, shall take the Chair. In the absence of both the President and the Vice-President, the Governing Body members present shall elect someone as Chairman from amongst themselves to preside at the Meeting.
52. **Votes:** (a) Each Member present shall have one vote and in the event of an equality of Votes, the President or Chairperson shall have a second or casting vote.
- (b) Save as otherwise expressly provided, questions arising at any meeting of the Governing Body shall be decided by a majority of votes.
53. **Calling of Meetings:** The Secretary shall convene meeting of the Governing Body on the written request of the President or upon requisition made in writing by any three members of the Governing Body; such requisition must express the object of the meeting.
54. **Attendance at Meetings:** The members of Governing Body on election are required to attend at least 50% of the total meetings of the Governing Body held upto the ensuing Annual General Meeting, failing which he shall be disqualified to stand for election for the Governing Body for the next 2 Annual General Meetings.

## **XV. POWERS AND DUTIES OF THE GOVERNING BODY**

55. The Governing Body shall have power from time to time to make such Rules, Regulations or Bye-Laws (not being inconsistent with these Memorandum and Articles

of Association or any Rule passed by the Club at a General Meeting) for the internal management of the Club and for regulation of all amusements facilities and other concerns of the Club as they think proper and shall also have power to amend or cancel the same as they think fit, provided that no Rules, Regulations or Bye-laws shall be made, amended or cancelled unless considered in a Governing Body Meeting in which not less than 9 (nine) members are present and approval is accorded by not less than 8 (eight) members present.

56. The Governing Body may, whenever they think fit, invite distinguished individuals to become patrons of the Club.
57. The Governing Body shall decide as to the number of servants necessary for the Club and their wages, and the Secretary, subject to the general control of the Governing Body, shall have power to appoint or dismiss them.
58. The Governing Body shall cause true accounts to be kept of all sums of money received or expended for the purpose of the Club and of the assets and liabilities of the Club, through the Secretary and/or appointed Committees, who shall pass all bills for payment, subject to conditions specified below in Article 59 and exercise a general supervision over the management of the Club with the assistance of the staff/officers of the Club.
59. The Honorary Secretary and/ or appointed Committees, subject to Article 58, shall be authorized to make payments towards routine operational expenses and recurring expenditures. Further, subject to the prior approval of the Governing Body, the Honorary Secretary and/ or any appointed Committee shall have the power to authorise net revenue expenditure per event in any financial year, upto an amount not exceeding such percentage of annual subscription amount of the immediately preceding financial year as shall be approved by the members and prescribed in the Bye Laws of the Club. Further, subject to the prior approval of the Governing Body, the Honorary Secretary and/ or any appointed committee shall have the power to authorize capital expenditure in all kinds of projects and equipments in any financial year upto an amount not exceeding such percentage of the total Reserves and Surplus of the Club during the immediately preceding financial year or such percentage of addition to Reserves and Surplus of the Club during the immediately preceding financial year, whichever is higher as shall be approved by the members and prescribed in the Bye-Laws of the Club.

Any revenue and/or capital expenditure, in excess of the above limits as approved by members, shall require the prior approval of the members in a meeting, in cases where the expenditure (revenue or capital or both) is contemplated to breach the approved limit and in other cases where the expenditure has already been incurred (revenue or capital or both), the said excess shall require ratification of the members in a meeting.

60. A statement of the monthly current income and expense, as also abstract of the Annual Accounts shall be submitted by the Secretary and/or appointed Committee to the Governing Body and no expense other than current expenses, exceeding Rs.1,00,000/- at a time shall be incurred by the Secretary and/or any appointed Committee in any 1 (one) month without the sanction of the Governing Body.

61. A complete minutes of the proceedings of the Governing Body Meetings shall be kept by the Secretary, and the proceedings of each Meeting shall be read at the next Meeting and signed by the Chairman of the later Meeting by way of confirmation.
62. The Governing Body may organise dramatic entertainments, evening get togethers, social reunions, conversation, musical and steamer parties and picnics and all other kinds of innocent amusements with service of food/refreshments, whenever they think fit, and the expenses of such gatherings, and amusements, shall be met from the funds of the Club. Persons who are not Members may also be invited to such gatherings, if the Governing Body thinks fit. The expenditure for each such event shall however be subject to the limits specified in Article 59.

Provided however, that introduction of alcohol and non-vegetarian food items has to be referred to a meeting of the members of the Club for approval by a majority of the members present and voting.

63. The Governing Body may invite any distinguished person or persons to visit the Club and entertain him in any suitable manner as they think fit.
64. In furtherance and not in limitation and without prejudice to the general powers conferred by or implied in the Articles, it is hereby expressly declared that the Governing Body shall be entrusted with and shall exercise and perform the following powers and duties:
  - (a) Generally to purchase, take on lease or in exchange or on hire or otherwise acquire for the purposes of the Club, any moveable or immovable property in particular, furniture, Club and household effects, stores, utensils, books, newspapers, periodicals, pictures, musical instruments, fittings, apparatus, appliance, rowing boats, yachts, stream or motor launches, all kind of sporting materials and machinery and other conveniences which the Governing Body may think necessary or useful for the purposes of the Club and to sell or dispose of the same, and any rights or privileges which the Governing Body may think necessary for the purpose of the business of the Club. This shall however be subject to limits specified in Article 59.
  - (b) To pay and discharge all outstandings and liabilities of the Club.
  - (c) To borrow or raise a sum not exceeding Rs. 10,00,000/- upon such terms as they may think fit, by the issue of Debenture or Debenture stock, charges upon any of the Club's property both present and future, and in addition thereto, with the sanction of 2/3<sup>rd</sup> of the ordinary Members of the Club, present in person or by proxy at an Extraordinary General Meeting to be called for the purpose, to borrow or raise any money required for the purposes of the Club in such a manner as the Governing Body may think fit, and in particular by the issue of Debenture or Debenture Stock, perpetual or otherwise charges upon any of the Club's property, both present and future, or by issue of Bills of Exchange, Promissory Notes or other obligations or securities of the Club or by Mortgage or charge of all or any of the property or assets of the club, provided that no member of the Governing Body shall be personally liable for any money borrowed or liability undertaken by the Governing Body for the purposes of the Club.

- (d) To appoint the Bankers of the Club.
  - (e) To fix the Common Seal of the Club to any deeds or other documents required to be under its Common Seal. All such deeds or other documents sealed with the Common Seal and signed by the President and Secretary and one other member of the Governing Body shall be deemed to be duly executed.
  - (f) To appoint a deputation of their own body to wait upon the Government or any other person or body whenever necessary.
  - (g) To appoint any Committee to enquire into and report upon any subject or matter in the interests of the Club or to assist the Governing Body in performing its functions or for such other purposes as may be deemed necessary. Provided that:
    - (i) The Committee shall be made up of one or more Governing Body Member, one of whom shall Chair such Committee and 2 or more members of the club.
    - (ii) Such Committee shall derive their authority from the Governing Body and shall be responsible to the Governing Body.
    - (iii) The minutes of each such Committee Meeting shall maintained and be noted at the next Governing Body Meeting.
  - (h) To prepare and submit to the Annual General Meeting an Annual Report of the general affairs of the Club. Such Report shall set forth the income and expenditure from 1st April to 31st March, the balance in hand, the debts and assets, the prosperity, or otherwise, of the Club, the details of revenue or capital expenditure in excess of limits specified in Article 59.
  - (i) To take legal proceedings for the recovery of any sums, due by members who after receiving due notice of their liabilities, shall refuse or fail to discharge them.
65. Without prejudice to its general powers the Governing Body shall have the following powers:
- (a) To delegate, subject to such conditions as they think fit, any of their powers to Committees or Sub-Committees and to make, vary and repeal Bye-Laws or Rules for the Regulation of the proceedings of the said Committees/Sub-Committees.
  - (b) To make, vary and repeal Bye-Laws and Rules for the regulation of the business of the Club, of the officers or servants or of the Members of the Club or of any department or section of the Club.
66. The Management of the business, funds and property of the Club shall be vested in the Governing Body who, in addition to the powers by this Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Club and are not hereby or by law expressly directed or required to be exercised or done by the Club in General Meeting.
67. All acts done by any meeting of the Governing Body or a Committee thereof or by any person acting as a Governing Body Member, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such member or of any person acting as aforesaid, or that they or any of them

were disqualified, be as valid as if every such Governing Body Member or such person had been duly appointed and was qualified to be a Governing Body Member.

68. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Governing Body or a Committee thereof, for the time being entitled to receive notice of a meeting of the Governing Body or Committee, shall be as valid and effective as if it had been passed at a meeting of the Governing Body or Committee, duly convened and held.

## **XVI. DUTIES & RESPONSIBILITIES OF OFFICE BEARERS**

### **PRESIDENT**

69. The President shall preside at all Meeting of the Governing Body, at the General Meeting of the Club and over all deputations. He shall address the Members on such subjects as he may deem proper. Besides the ordinary vote, the President in case of even voting shall have a casting vote. In all matters, the President shall be guided by the decision of the majority.
70. The President shall have the general supervision of the business of the Club and shall communicate to the Club or to the Governing Body such matters and shall make such suggestions as may, in his opinion, tend to promote the prosperity and welfare and increase the usefulness of the Club and shall perform such other duties as may be incidental to the office of President.

### **VICE-PRESIDENT**

71. The Vice-President shall assist the President and in the absence of the President or the inability of the President to act as such, shall have powers and perform the duties of the President and shall generally perform all such duties as may be assigned to him from time to time by the President or the Governing Body.

### **HONORARY SECRETARY**

72. The Honorary Secretary shall, subject to the control and supervision of the President or the Governing Body or both, look after, manage and conduct the business and affairs of the Club and take charge of correspondence, keep accurate minutes of all Meetings of the Club and of the Governing Body and Committees, if any, realize subscriptions and all other dues and cause accounts to be kept of the funds of the Club or such funds as shall be controlled by the Club, sign cheques, hundies, vouchers, receipts, bonds and other documents, engage, suspend and dismiss the employees, clerks and servants, prepare the Annual Report of the Club under the guidance of the Governing Body and reports of all Committees and generally perform such duties as are incidental to his office.

### **HONORARY JOINT SECRETARY**

73. The Governing Body may appoint one or more Honorary Joint Secretaries from amongst themselves, as the Governing Body may think fit, to assist the Secretary in the performance of his duties and in the absence of the Secretary to perform all or any of the duties of the Secretary, as may be assigned to him from time to time.

**XVII. AUDITOR**

74. The Auditor shall be appointed at the Annual General Meeting for each year, with or without remuneration as may be necessary, and he shall audit the accounts of the Club and Committees and of all funds connected with or controlled by the Club.

**XVIII. INDEMNITY**

75. The Governing Body, Secretary and every honorary Office Bearer and all other officers and servants shall be indemnified by the Club against, and it shall be the duty of the Governing Body, out of the funds of the Club, to pay all costs, losses and expenses which any such office-bearer, 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-bearer, officer or servant or in any way in the discharge of this duties, including travelling expenses and amount for which such indemnity is provided shall immediately be attached as lien on the property of the Club and have priority as between the Members over all other claims.
76. Neither the Governing Body, Secretary or other officer of the Club shall be liable for the acts, receipts, neglect, or defaults of any other officer or for joining in any receipt or other act for conformity or for loss or expenses happening to the Club through 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 tortuous 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 their or his part, or for any other loss or damage, misfortune, whatever which shall happen in the execution of the duties of their or his office or in relation thereto unless the same happens through their or his own dishonesty.

-----



We, the several persons whose names and addresses are subscribed below, are desirous of being formed into an Association in pursuance of this Articles of Association.

No.	Name, Address and Description of Subscribers	Witnesses
1.	BADRIDAS GOENKA, Merchant 24, Banstolla St., Calcutta	<b>R.S.V. AIYER,</b> Advocate, Madras High Court, 13, Tarapado Chaterjee Lane, Howrah.
2.	G.D. BIRLA, Merchant 15, India Exchange Place, Calcutta	
3.	KANAILAL JATIA, Merchant 21, Roopchand Roy's St., Calcutta	
4.	RAGHUNATH PRASAD PODDAR, Trader 5, Elysium Row, Calcutta	
5.	RAMPRASAD RAJGARHIA, Trader 21, Syed Sally Lane, Calcutta	
6.	GAZANUND JATIA, Merchant 21, Roopchand Roy's St., Calcutta	
7.	SHEOKISSEN BHATTER, Merchant 30, Clive St. Calcutta	
8.	PRABHUDAYAL HIMATSINGKA, Solicitor 6, Old Post Office St., Calcutta	
9.	SAJAN KUMAR CHOWDHURY, Merchant C/o, Chhaajuram & Sons, 100, Clive St., Calcutta	
10.	RADHAKISEN CHAMARIA, Trader 1, Cullen Place, Howrah	
11.	B.M. BIRLA, Merchant 15, India Exchange Place, Calcutta	
12.	RAMDHANDASS JHAJHORIA, Merchant 138, Harrison Road, Calcutta	

*Dated, the Eight day of January, 1929*