THE COMPANIES ACT, 2013
COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL
(NOT FOR PROFIT)
UNDER SECTION 8 OF THE COMPANIES ACT, 2013

## ARTICLES OF ASSOCIATION

## (Rules \& Regulations)

OF

## COUNTRY CRICKET CLUB

| $\begin{aligned} & \text { SI } \\ & \text { No. } \end{aligned}$ | Clause | Existing Provisions | Proposed Amendments |
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| 1 | PRELIMINARIES: | 1. The Regulations contained in Table ' $C$ ' in the first schedule of the Companies Act, 1956 or any statutory modification thereof so far as applicable to Companies Limited by Guarantee not havingany share capital shall apply to this company subject to the modifications, additions and alterations hereafter contained and so far as these are not inconsistent with or repugnant to any ofthe provisions contained in these presents. | 1. a) The reference herein to 'The Act' is to the Companies Act, 2013 as amended thereto, from time to time and as applicable. <br> b) The headings are given for convenience and shall not affect the construction of these articles. <br> c) The Regulations contained in Table ' $H$ ' in the First (I) Schedule to the Companies Act, 2013 shall apply to the Company except in so far as otherwise expressly incorporated hereinafter. |
|  |  | 2. Unless the context otherwise requires, the words and expressions contained in these Articles shall bear the same meaning as in the Act or the Statutory modifications thereof in | Unless the context otherwise requires, the words and expressions contained in these Articles shall bear the same meaning as in the Act or the Statutory modifications thereof in force at the date at which these regulations become binding on the company. |


|  |  | force at the date at which these regulations become binding on the company. |  |
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| 3 | DEFINATIONS: | In these presents, unless there be something in the subject or context inconsistent therewith. <br> (a) "THE COMPANY" or THE CLUB means COUNTRY CRICKET CLUB. <br> (b) "THE COMPANIES ACT" means the Companies Act, 1956 and all statutory modifications and amendments thereof for the time being in force. <br> (c) "THE OFFICE" means the registered office for the time being of the Company. <br> (d) "THE REGISTER" means the register of Members to be kept pursuant to Section 150 of the Companies Act. <br> (e) "IN WRITING OR WRITTEN" means and includes words written, printed, lithographed, represented or reproduced in any mode in a visible form. <br> (f) "ORDINARY RESOLUTION" AND "SPECIAL RESOLUTION" have the meaning assigned thereto respectively by Section 189 of the Companies Act. <br> (g) "COMMITTEE" means the Governing Committee of the Company. <br> (h) "PERSON" includes any Company or Association or Body of Persons whether incorporated or not. <br> (i) "MONTH" means a calendar month according to Gregorian Calendar. <br> (j) "STATE" means the State of Jharkhand. | 2. In these regulations. <br> (a) "THE COMPANY" or "THE CLUB" means COUNTRY CRICKET CLUB. <br> (b) "Act" means the Companies Act, 2013 including any alteration or modification thereof in. <br> (c) "THE OFFICE" means the registered office, for the time being of the Company. <br> (d) "IN WRITING OR WRITTEN" means and includes words written, printed, lithographed, represented or reproduced in any mode in a visible form. <br> (e) "GENERAL BODY" means the body consisting of members of the Club having voting right or a body consisting of Life members and Permanent Members of the Club who are eligible to vote in the election. <br> (f) "COMMITTEE" means the Governing Committee of the Club, constituted in accordance with the provisions of these Articles of Association and holding office for the time being. <br> (g) "PERSON" includes any Individual or Firm or Company or Association of Persons or Body of Individuals whether registered or not. <br> (h) "DIRECTOR(S)" means any person appointed as Director(s) by the Company in accordance with the provisions of these Articles of Association. <br> (i) "BOARD" means Board of Directors of the Club or collective body of the Directors of the Club. The Elected Members to the Governing Committee along with Nominated Members and Ex- Officio Members shall constitute the Board of the Club within the meaning of the Companies Act. |



| 4 | LIMIT OF MEMBERSHIP: | The number of Permanent Members and Life Members for the purpose of incorporation is $8 \mathbf{2 0}$. <br> Provided that the Governing Committee may by resolution whenever it thinks proper register an increase in the combined number of Permanent Members and Life Members, not exceeding 2500. | The number of Permanent Members and Life Members for the purpose of incorporation is $\mathbf{8 2 0}$. <br> Provided that the Governing Committee may by resolution whenever it thinks proper register an increase in the combined number of Permanent Members and Life Members, not exceeding 2500. |
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| 5 | MEMBERS OF THE CLUB: | The subscribers to the Memorandum and such other persons as the Governing Committee shall admit to membership shall be the Members of the Club. <br> (i) Life Members of the Club shall be those persons who were Life Members of Jharkhand State Cricket Association at the time of incorporation of the Club and are ready to pay suchEntrance Fee and subscription charges as fixed in these articles. Such members will have aright to vote from the time they are enrolled as Life Members of the Club. <br> (ii) Permanent Members of the Club will be such persons as shall from time to time be admitted by the Governing Committee as Permanent Members of the Club and shall sign and lodge with the Secretary a declaration in the prescribed form provided that only the first 250 persons to be enrolled as such Permanent | The subscribers to the Memorandum and such other persons as the Governing Committee shall admit to membership shall be the Members of the Club. <br> (i) Life Members of the Club shall be those persons who were Life Members of Jharkhand State Cricket Association (JSCA) at the time of incorporation of the Club and such individuals who become a life member of JSCA subsequently (after the incorporation of the Club), and they have paid such Entrance Fee and subscription charges as fixed in these articles. Such members will have aright to vote from the time they are enrolled as Life Members of the Club. <br> (ii) Permanent Members of the Club will be such persons as shall from time to time be admitted by the Governing Committee as Permanent Members |



|  |  | bodies of reputed business houses who may be taken as Service Members for a period not exceeding 3 years on payment of such fees and subscription as provided in these Articles. <br> (vi) Corporate Members shall mean any reputed private or public company, registered society, trust or any other reputed body corporate. <br> (vii) Temporary Members being such members who are allowed to use the facilities of the Club as guests of an existing Member or as a member of an affiliated club on payment of the requisite charges as may be fixed by the Governing Committee from time to time. Suchmembership shall be coterminous with the usage of the facilities of the Club and shall notbe extended in any case beyond such number of days as fixed by the Governing Committee. | revenue district of Ranchi, they may be admitted as Service Members by the Committee for a period not exceeding 3 years on payment of such fees and subscription as provided in these Articles. <br> (vi) Any reputed private or public company registered under the Companies Act, having paid up capital not less than Rs. 5 Crores shall be admitted as Corporate Members of the Club by the Committec. Terms \& Conditions and other aspects related to Corporate Members shall be decided by the Governing Committee. <br> (vii) Temporary Members being such members who are allowed to use the facilities of the Club as guests of an existing Member or as a member of an affiliated club, any resident of Jharkhand on payment of the requisite charges as may be fixed by the Governing Committee from time to time. Suchmembership shall be coterminous with the usage of the facilities of the Club and shall notbe extended in any case beyond such number of days as fixed by the Governing Committee, which cannot exceed 2 years. |
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| 6 | QUALIFICATIONS FOR <br> MEMBERSHIP: | Except as may be otherwise provided for elsewhere in these Articles, any person not less than twenty one years of age shall be eligible for Membership of the Club. | Except as may be otherwise provided for elsewhere in these Articles, any person not less than twenty one years of age shall be eligible for Membership of the Club. |


| 7 | ENROLLMENT OF MEMBERS: | A. LIFE MEMBERS: <br> Any Life Member of Jharkhand State Cricket Association desiring to be enrolled as Life Member of the Club and remitting the Admission Fee and subscription charges. <br> B. PERMANENT MEMBERS: <br> (i) A candidate for admission as a Permanent Member of the Club must be proposed by one Life Member/Permanent Member and seconded by another Life Member/Permanent Member to both of whom the applicant must be personally known and the prescribed form of proposal signed by the proposer and seconder must be sent to the Honorary Secretary stating the candidate's name, rank, profession or occupation if any, place of residence, approximate annual income and such other particulars as may be prescribed. <br> (ii) Every application for Permanent Membership shall be copied into a Candidates' Book to bekept by the Honorary Secretary. The name of the applicant, together with relevant reference to the Candidates' Book shall be posted on the Notice Board of the Club for not less than ten days. | A. LIFE MEMBERS: <br> Any Life Member of Jharkhand State Cricket Association desiring to be enrolled as LifeMember of the Club and remitting the Admission Fee and subscription charges. <br> B. PERMANENT MEMBERS: <br> (I) A candidate for admission as a Permanent Member of the Club must be proposed by one Life Member/Permanent Member and seconded by another Life Member/Permanent Member to both of whom the applicant must be personally known and the prescribed form of proposal signed by the proposer and seconder must be sent to the Honorary Secretary stating the candidate's name, rank, profession or occupation if any, place of residence, approximate annual income and such other particulars as may be prescribed. <br> (II) Every application for Permanent Membership shall be copied into a Candidates' Book to be kept by the Honorary Secretary. The name of the applicant, together with relevant reference to the Candidates' Book shall be posted on the Notice Board of the Club for not less than ten days. Members desiring to object to the candidature of a particular person |
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Members of the Committee, present and voting, or more oppose the enrolment of a candidate, his/her application for membership shall stand rejected, and such candidate shall not be eligible to present another application for membership until the expiry of one year from the date on which his/her application has been rejected
(vi) In any other case, the application shall be kept pending for future consideration
(vii) In the event of any information furnished by the applicant while applying for membership being found to be incorrect, the application will be summarily rejected.

## C. SERVICE MEMBERS:

A candidate for admission as a Service Member must be proposed by one Life Member/Permanent Member and seconded by another Life Member/Permanent Member, to both of whom the candidate must be personally known, and the prescribed form of proposal, signed by the proposer and the seconder, shall be placed before the Governing Committee for its decision.

Provided that the Governing Committee
rejected, and such candidate shall not be eligible to present another application for membership until the expiry of one year from the date on which his/her application has been rejected.
(VI) In any other case, the application shall be kept pending for future consideration.
(VII) In the event of any information furnished by the applicant while applying for membership being found to be incorrect, the application will be summarily rejected.
(VIII) In case of any unforeseen situation/circumstances regarding clause 7 , which arise and is not clearly mentioned or elaborated in Articles, the same shall be decided by the Board with a 2/3 majority.
C. SERVICE MEMBERS: A candidate for admission as a Service Member must be proposed by one Life Member/Permanent Member and seconded by another Life Member/Permanent Member,to both of whom the candidate must be personally known, and the prescribed form of proposal, signed by the proposer and the seconder, shall be placed before the Governing Committee for its decision.

Provided that the Governing Committee while taking a decision shall verify the details furnished in the
while taking a decision shall verify the details furnished in the application for membership, besides the goodwill and reputation of the candidate in the society as well as in his profession or field of work.

## D. HONORARY MEMBERS:

Only eminent persons invited by the Governing Committee of the Club to become Honorary Members of the Club shall become Honorary Members of the Club. A person shall become an Honorary Member as soon as his membership is notified to him/her and it is accepted by him/her.
application for membership, besides the goodwill and reputation of the candidate in the society as well as in his profession or field of work.

## D. HONORARY MEMBERS:

Only eminent persons invited by the Governing Committee of the Club to become Honorary Members of the Club shall become Honorary Members of the Club. A person shall become an Honorary Member as soon as his membership is notified to him/her and it is accepted by him/her.
E. RESIDENT MEMBERS: A new member shall be admitted/elected as resident member, who must be proposed by one life/ permanent member and seconded by another life/ permanent member, to both of whom the candidate must be personally known and the prescribed form of proposal signed by the candidate, proposer and seconder duly made to the Hony. Secretary shall be placed before specially constituted screening committee for its decision. The screening committee while taking decision shall verify the details furnished in the application for membership besides the goodwill and reputation of the candidate in society as well as in his business profession or field of work. After the recommendation of the screening committee, the said applicant shall be admitted as Resident Member in the Club. The number of Resident members shall

not exceed the upper limit of 200 . Provided that the Club may increase the upper limit of 200 after passing a special resolution in General Meeting of the Club.

The Screening Committee as defined in clause $\mathbf{2}(\underline{q})$ shall be formed by the Board of Directors and the incumbent Hony. Secretary shall be the Secretary \& Key Functionary of the Screening Committee. The quorum of the screening committee meeting shall be 5o\% of the total strength / members of screening committee, who have given their consent. Provided that the screening committee shall recommend maximum of 20 Resident Members during its tenure, i.e. one year.

Provided further that a Resident Member shall be elected by secret ballot by a majority of $2 / 3^{\text {rd }}$ vote of members of screening committee present in the meeting.

The Resident Members shall be admitted the rest of their life and shall not have the voting right in the Club. Such admitted members shall pay entrance fee, other deposits and monthly subscription as may be decided by the Governing Committee. 75\% of the amount collected under this category as entrance fee and development fund shall be deposited within a month in fixed deposit in nationalized/scheduled bank(s). The utilization of these funds shall require prior approval of the members in a general meeting.

| 8 | MEMBERSHIP FEE | MEMBERSHIP FEE <br> i) Existing Life Members of the Jharkhand State Cricket Association shall become Life Members of the Club on payment of an Entrance Fee of Rupees Ten thousand. <br> ii) A person selected for enrolment as a Permanent Member as per clauses (i) to (vii) of Article 7B shall become such Permanent Member upon payment of Entrance Fee of Rupees Twenty Five thousand and such amount, as may be fixed/resolved by the Governing Committee towards development of the Club. <br> iii) A person selected for enrolment as Service Member shall become member upon payment of Rs. Ten Thousand as Entrance Fee. Besides Entrance Fee, the Governing Committee may require such extra amount to be paid as may be resolved by the Governing Committeetowards development of the Club not exceeding an amount of Rs. 1 lakh, which amount shall also be payable along with the Entrance Fee. <br> iv) A Corporate member shall have to pay Rs. | MEMBERSHIP <br> i) <br> ii) <br> iii) | FEE <br> Life Members of the Jharkhand State Cricket Association shall become Life Members of the Club on payment of an Entrance Fee of Rupees Ten thousand and such amount as may be fixed by the Governing Committee and ratified by the committee of JSCA. <br> A person selected for enrolment as a Permanent Member as per clauses (i) to (vii) of Article 7B shall become such Permanent Member upon payment of Entrance Fee of Rupees Twenty Five thousand and such amount, as may be fixed/resolved by the Governing Committee towards development of the Club. <br> A person selected for enrolment as Service Member shall become member upon payment of Rs. Ten Thousand as Entrance Fee. Besides Entrance Fee, the Governing Committee may require such extra amount to be paid as may be resolved by the Governing Committeetowards development of the Club not exceeding an amount of Rs. 1 lakh, which amount shall also be payable along with the Entrance Fee. |
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|  |  |  | all categories can be revised from time to time by the Governing Committee. |
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| 10 | RECIPROCAL ARRAN GEMEN T WITH OTHER CLUBS: | The Governing Committee may, at its discretion, enter into reciprocal arrangements with any other Club in India in regard to the admission of Life and Permanent Members of this Club and orin regard to such other Club accepting responsibility for the dues of its own Members to this Club.However, members of affiliated clubs shall be debarred from availing themselves of the facilities ofthe Club and privileges on credit and shall have to make immediate payment of the facilities usedby them. | The Governing Committee may, at its discretion, enter into reciprocal arrangements with any other Club in India in regard to the admission of Life and Permanent Members of this Club and orin regard to such other Club accepting responsibility for the dues of its own Members to this Club.However, members of affiliated clubs shall be debarred from availing themselves of the facilities ofthe Club and privileges on credit and shall have to make immediate payment of the facilities used by them. |
| 11 | DEPENDENT S: | Dependent sons and daughters of the members of the Club, if living with them, shall be entitled to the facilities of the Club, subject to any restriction that may be imposed by the Governing Committee from time to time. Provided that each member shall be fully responsible for any expense or loss incurred or caused to the Club by his dependent. | Dependent sons and daughters of the members of the Club, if living with them, shall be entitled to the facilities of the Club, subject to any restriction that may be imposed by the Governing Committee from time to time. Provided that each member shall be fully responsible for any expense or loss incurred or caused to the Club by his dependent. Dependents includes children up to the age of 25 years and parents only. |
| 12 | $\begin{aligned} & \text { INTRODUCTI } \\ & \text { ON OF } \\ & \text { GUEST } \\ & \text { S: } \end{aligned}$ | The Governing Committee, from time to time, will lay down rules with regard to number of guestsof any Life and Permanent Member and their availing of the facilities of the Club. | The Governing Committee, from time to time, will lay down rules with regard to number of guestsof any Life and Permanent Member and their availing of the facilities of the Club. |


|  |  | Provided that such guests shall not be entitled to be present at any Ordinary or Extraordinary General Meeting of the Club or any meeting of the Governing Committee or in any function/programme of the Club. <br> Provided further that no expelled member shall be invited into the Club as a guest nor shall a guest be allowed to remain in the premises of the Club if 10 members desire his eviction from thepremises of the Club. | Provided that such guests shall not be entitled to be present at any Ordinary or Extraordinary General Meeting of the Club or any meeting of the Governing Committee or in any function/programme of the Club. Provided further that no expelled member shall be invited into the Club as a guest nor shall a guest be allowed to remain in the premises of the Club if 10 members desire his eviction from thepremises of the Club. |
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| 13 | $\begin{aligned} & \text { TERMINATIO } \\ & \text { N OF } \\ & \text { MEMB } \\ & \text { ERSHI } \\ & \text { P: } \end{aligned}$ | A member's connection with the Club shall terminate- <br> i) By resignation in a letter addressed to the Honorary Secretary. <br> ii) By his being adjudicated insolvent. <br> iii) By his being dismissed from any service on ground of misconduct. <br> iv) By his being found guilty by a Court of law or a Competent Tribunal of an offence which in the opinion of the Governing Committee amounts to gross misconduct. <br> v) By removal of his name from the list of members under Article 15 (iii). <br> vi) By expulsion by on the ground of misconduct and/violation of these Articles, the Bye-Laws | A member's connection with the Club shall terminate- <br> i) By resignation in a letter addressed to the Honorary Secretary. <br> ii) By his being adjudicated insolvent. <br> iii) By his being dismissed from any service on ground of misconduct. <br> iv) By his being found guilty by a Court of law or a Competent Tribunal of an offence which inthe opinion of the Governing Committee amounts to gross misconduct. <br> v) By removal of his name from the list of members under Article 15 (iii). <br> vi) By expulsion by on the ground of misconduct and/violation of these Articles, the Bye-Laws and Rules and Regulations of the Club. |


|  |  | and Rules and Regulations of the Club. <br> vii) By cessation of any Life Member defined in Article 7 A from being Life Member of the Jharkhand State Cricket Association. <br> viii) The Committee shall take cognizance of any misconduct, infraction of the Articles or ByeLaws and the Rules and Regulations of the Club and of any circumstance likely to affect thecharacter or integrity of the Club or cause annoyance to other members. On being satisfied of the above said violation, the Governing Committee shall have power to suspend the member concerned and also the power to expel such member provided that the expulsion shall not be made without providing the member concerned with the an opportunity of of being heard. <br> Any person on ceasing to be a member of the Club in accordance with these Articles shall forfeit all rights or claim upon the Club or its property or its funds. | vii) <br> viii) | By cessation of any Life Member defined in Article 7 A from being Life Member of the Jharkhand State Cricket Association. <br> The Committee shall take cognizance of any misconduct, infraction of the Articles or ByeLaws and the Rules and Regulations of the Club and of any circumstance likely to affect the character or integrity of the Club or cause annoyance to other members. On being satisfied of the above said violation, the Governing Committee shall have power to suspend the member concerned and also the power to expel such member provided that the expulsionshall not be made without providing the member concerned with an opportunity of of being heard. <br> Any person on ceasing to be a member of the Club in accordance with these Articles shall forfeit all rights or claim upon the Club or its property or its funds. |
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| 14 | RESIGNATIO N BY MEMB ERS: | Any member wishing to resign from the membership of the Club shall give notice thereof in writing to the Honorary Secretary and pay all subscriptions and |  | mber wishing to resign from the membership lub shall give notice thereof in writing to the ry Secretary and pay all subscriptions and |


|  |  | other dues of the Club at the timeof his resignation. | other dues of the Club at the timeof his resignation. |
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| 15 | ACCOUNTS OF MEMB ERS AND PAYME NT OF BILLS: | i) The account of every member for each month shall be due on the first day of the succeeding month. <br> ii) Every account shall be cleared in full within the month of its becoming due. Members who have not paid their Club bills within one (1) month of the amount becoming due shall not be entitled to make any kind of cash purchase from the Club. <br> iii) If an account is not cleared in full within one (1) month of its becoming due, a reminder shall be given to the member concerned by notifying his name on the Notice Board of the Club. In the event of the member not paying up the dues within a further period of 30 days, a second reminder shall be given in the same manner intimating that if the entiredues are not paid in full within 30 days, the membership shall automatically cease. | i) The account of every member for each month shall be due on the first day of the succeeding month. <br> ii) Every account shall be cleared in full within the month of its becoming due. Members whohave not paid their Club bills within one (1) month of the amount becoming due shall not be entitled to make any kind of cash purchase from the Club. <br> iii) If an account is not cleared in full within one (1) month of its becoming due, a reminder shall be given to the member concerned by notifying his name on the Notice Board of the Club. In the event of the member not paying up the dues within a further period of 30 days, a second reminder shall be given in the same manner intimating that if the entire dues are not paid in full within 30 days, the membership shall automatically cease. |
| 16 | $\begin{gathered} \text { COMPLAINT } \\ \text { AGAINS } \\ \text { T CLUB } \\ \hline \end{gathered}$ | Members having any complaint against any Club staff or Club servant should report the same to the | Members having any complaint against any Club staff or Club servant should report the same to the |


|  | STAFF: | Honorary Secretary but on no account meddle with any of the Club staff or servant. The Members should not abuse or threaten any Club staff or Club servant for any of the lapses exceptreporting to the Secretary for action. Breach of this provision may render the Member liable to action under Article 13 above. | Honorary Secretary but on no account meddle with any of the Club staff or servant. The Members should not abuse or threaten any Club staff or Club servant for any of the lapses exceptreporting to the Secretary for action. Breach of this provision may render the Member liable to action under Article 13 above. |
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| 17 | ANNUAL <br> GENER <br> AL <br> MEETIN <br> G | The Annual General Body Meeting of the Club shall be held every year not later than 30th September. Subject to provisions of the Companies Act. Such General Body Meeting shall be called Ordinary General Meeting, and all other General Body Meetings of the Club shall be called Extraordinary General Meetings. | The Annual General Body Meeting of the Club shall be held every year not later than 30th September, subject to provisions of the Companies Act. Such General Body Meeting shall be called Ordinary General Meeting, and all other General Body Meetings of the Club shall be called Extraordinary General Meetings. |
| 18 | EXTRAORDIN ARY GENER AL MEETIN G: | i) The Governing Committee at any time on their own authority may, or on the written requisition of $1 / 10$ th of the total Life-cum-Permanent Members shall call an Extraordinary General Meeting giving Twenty one days' notice thereof in accordance with Clause 20 and post the Notification on the Club Notice Board specifying briefly the particular subject for which the meeting is being called. Such Extraordinary General Meeting shall not be competent to discuss any subject other than that specified in the notification. | i) The Governing Committee at any time on their own authority may, or on the written requisition of $1 / 10$ th of the total Life-cum-Permanent Members shall call an Extraordinary General Meeting giving notice thereof in accordance with the provisions of the Act \& Clause 20, and post the Notification on the Club Notice Board specifying briefly the particular subject for which the meeting is being called. Such Extraordinary General Meeting shall not be competent to discuss any subject other than that specified in the notification. |


|  |  | ii) In case the Governing Committee, does not, within 21 days from the submission of valid requisition in regard to any matter proceed duly to call a meeting for the consideration of those matters on a day not later than 45 days from the date of submission of the requisition, the meeting may be called - <br> (a) By the requisitionists themselves, <br> (b) By such of the requisitionists as represent not less than $1 / 10$ th of the total voting power of all the members of the Club. <br> iii) A meeting called under Sub Clause (ii) by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Governing Committee; but shall not be held after the expiration of three months from the date of submission of the requisition. | ii) In case the Governing Committee, does not, within 21 days from the submission of valid requisition in regard to any matter proceed duly to call a meeting for the consideration of those matters on a day not later than 45 days from the date of submission of the requisition, the meeting may be called - <br> (a) By the requisitionists themselves, <br> (b) By such of the requisitionists as represent not less than $1 / 10$ th of the total voting power of all the members of the Club. iii) A meeting called under Sub Clause (ii) by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Governing Committee; but shall not be held after the expiration of three months from the date of submission of the requisition. |
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| 19 | LENGTH OF <br> NOTICE <br> FOR <br> CALLIN <br> G <br> MEETIN <br> G | A General Body Meeting of the Club may be called by giving not less than 21 days' notice in writing. | A General Body/ Members Meeting of the Club may be called by giving notice in accordance with the provisions of the Companies Act, 2013 in writing through hand delivery/speed post/electronic mode. |
| 20 | CONTENTS AND MANNE R OF SERVIC E OF | Every notice of a General Body Meeting of the Club shall specify the place, date and hour of the meeting and shall contain a statement of the business to be transacted thereat. | Every notice of a General Body Meeting of the Club shall specify the place, date and hour of the meeting and shall contain a statement of the business to be transacted there at. |


| NOTICE |  |  |
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| 21 | The Ordinary General Meeting shall be notified by posting the <br> notice on the notice board of the Club as well as through letter <br> issued at least 21 days before the date of meeting. |  |
|  | In the case of an annual general body meeting, i.e. Ordinary <br> General Meeting, all business to be transacted at the meeting <br> shall be deemed to be special, with the exception of business <br> relating to <br> (i) the consideration of the accounts, balance sheet and the <br> reports of the Board of Directors and Auditors (ii) Election of <br> the Governing Committee and (iii) the appointment and the <br> fixing of the remuneration of the Auditors. <br> In the case of any other general body meeting, all business <br> shall be deemed special. Where any items of business to be <br> transacted at the meeting are deemed to be special as <br> aforesaid, there shall be annexed to the notice of the meeting <br> a statement setting out all material facts concerning such <br> item of business. |  |
| 22 |  | All matters before any meeting regularly convened shall be <br> decided by a majority of the members present and voting. In <br> case of equality of votes, the Chairman of the Meeting shall <br> have a second and casting vote. Provided that if a majority of |

The Ordinary General Meeting shall be notified by posting the notice on the notice board of the Club as well as through letter issued as per clause 19, before the date of meeting.

In the case of an annual general body meeting, i.e. Ordinary General Meeting, all business to be transacted at the meeting shall be deemed to be special, with the exception of business relating to
(i) To receive, consider and adopt the audited financial statements of the Club for the preceding financial year along with Reports of the Board of Directors \& the Statutory Auditors thereon.
ii) Election/Ratification of the Governing Committee Members
iii) Appointment of Statutory Auditors for the current financial and to fix their remuneration
In the case of any other general body meeting, all business shall be deemed special. Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning such item of business.

All matters before any meeting regularly convened shall be decided by a majority of the members present and voting. In case of equality of votes, the Chairman of the Meeting shall have a second and casting vote. Provided that if a majority of

|  |  | members present so desire, the Chairman shall order any matter to be decided by secret ballot. | members present so desire, the Chairman shall order any matter to be decided by secret ballot. |
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| 23 |  | No Member shall be entitled to vote by proxy or otherwise. | No Member shall be entitled to vote by proxy or otherwise. |
| 24 |  | No Member shall be entitled to vote on any question at any General Body Meeting, or upon a poll or be secured in a quorum whilst any subscription or other sum shall be overdue for payment by such member, unless he pays the entire sum overdue from him in cash before the commencement of the meeting. The Committee shall prepare a list of such defaulters who are not entitled to exercise their voting right and shall show the same to any Member on demand and a copy shall be laid on the table of the Chairman of the Meeting. | No Member shall be entitled to vote on any question at any General Body Meeting, or upon a poll or be secured in a quorum whilst any subscription or other sum shall be overdue for payment by such member, unless he pays the entire sum overdue from him in cash before the commencement of the meeting. The Committee shall prepare a list of such defaulters who are not entitled to exercise their voting right and shall show the same to any Member on demand and a copy shall be laid on the table of the Chairman of the Meeting. |
| 25 | MINUTES OF PROCEE DINGS OF GENER AL BODY MEETIN G AND OTHER MEETING: | (i) The Honorary Secretary shall record minutes of General <br> Meetings and of the Committee Meetings and enter the same in the books kept for that purpose. <br> ii) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat, and shall be got approved by the Chairman of the meeting. <br> iii) All appointments made at any of the meetings aforesaid shall be included in the minutes of the meeting. <br> iv) In the case of a meeting of Committee, the minutes shall also contain: <br> (a) the names of the Members present at the meeting; | (i) The Honorary Secretary shall record minutes of General <br> Meetings and of the Committee Meetings and enter the same in the books kept for that purpose. <br> ii) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat, and shall be got approved by the Chairman of the meeting. <br> iii) All appointments made at any of the meetings aforesaid shall be included in the minutes of the meeting. <br> iv) In the case of a meeting of Committee, the minutes shall also contain: <br> (a) the names of the Members present at the meeting; |


|  |  | (b) in the case of each resolution passed at the meeting, the <br> name of the members, if any, dissenting from or not <br> concurring in the resolution; and <br> (c) any minutes if signed by any person purporting to have <br> been the Chairman of the meeting to which it relates, or <br> failing him, by the Chairman of the next succeeding meeting, <br> shall be evidence of the facts therein stated without further <br> proof. |
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| 26 | The Ordinary General Meeting shall consider: <br> i) The Governing Committee's Report <br> ii) The accounts duly audited for the preceding financial year, <br> which shall run from 1st April to <br> 31st March. <br> iii) Elect members of the Governing Committee. <br> iv) Appoint Auditor or Auditors for the current financial and <br> to fix their remuneration; and <br> v) Any other matter with the leave of the chairperson. |  |

(b) in the case of each resolution passed at the meeting, the name of the members, if any, dissenting from or not concurring in the resolution; and
(c) any minutes if signed by any person purporting to have been the Chairman of the meeting to which it relates, or failing him, by the Chairman of the next succeeding meeting, shall be evidence of the facts therein stated without further proof.

The Ordinary General Meeting shall consider the following business as ordinary business:
i) To receive, consider and adopt the audited financial statements of the Club for the preceding financial year along with Reports of the Board of Directors \& the Statutory Auditors thereon.
ii) Election/Ratification of the Governing Committee Members
iii) Appointment of Statutory Auditors for the current financial and to fix their remuneration; and
Provided that any other business except above shall be considered as special business at the ordinary general meeting. The financial statements shall be presented by the Hony. Treasurer during ordinary general meeting. The election for the post of a President and twelve Committee Members shall be held in every two years in such manner as specified in clause 34 (VIII) and in the year in which there is no election, the incumbent members of the Committee will be ratified for their post in the annual general meeting for the period from such year till the next annual general meeting in which election is to be held mandatorily. The first election in pursuance of this clause and clause 34 (VIII) shall be held on or before completion of the two years from the last election, if any.

| 27 |  | At the Ordinary General Meeting held every year the Governing Committee shall lay before the members, Profit and Loss Account and a Balance Sheet containing a summary of assets and liabilities of the Club made up to the preceding 31st day of March. Copies of such account, Balance Sheet and the Committee's report along with the audited report and explanatory observations of the Committee shall be exhibited on the Notice Board of the Club at least 7 days before the meeting, and a copy thereof also shall be sent under certificate of posting at least 21 days before the date of the meeting to every permanent member at the address registered with the Honorary Secretary. | At the Ordinary General Meeting held every year the Hony. Treasurer shall lay before the members, Profit and Loss Account and a Balance Sheet containing a summary of assets and liabilities of the Club made up to the preceding 31st day of March. Copies of such account, Balance Sheet and the Committee's report along with the audited report and explanatory observations of the Committee shall be exhibited on the Notice Board of the Club at least 7 days before the meeting, and a copy thereof also shall be sent under certificate of posting in advance accordance with the provisions of the Companies Act, 2013 to every member at the address registered with the Honorary Secretary. |
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| 28 | QUORUM FOR GENER AL BODY MEETIN G | $1 / 5$ ths of the total number of Life and Permanent members combined (rounded of to the nearest integer) present in person shall form a quorum for any General Body Meeting. The President or in his absence the Vice-President shall preside over the meeting, and in the event of both being absent, the members present shall chose one amongst themselves to preside over the meeting. | $1 / 5$ ths of the total number of Life and Permanent members combined (rounded of to the nearest integer) present in person shall form a quorum for any General Body Meeting. The President or in his absence the Vice-President shall preside over the meeting, and in the event of both being absent, the members present shall chose one amongst themselves to preside over the meeting. |
| 29 | DISSOLUTION AND ADJOU RNMEN T OF GENER AL MEETIN G | If within an hour from the time appointed for a General Body Meeting a quorum is not present, the meeting, if convened upon requisition, shall be dissolved, but in any other case, it shall stand adjourned to such date as the Governing Committee may fix and if at such adjourned meeting a quorum is not present, those members who are present shall | If within an hour from the time appointed for a General Body Meeting a quorum is not present, the meeting, if convened upon requisition, shall be dissolved, but in any other case, it shall stand adjourned to such date as the Governing Committee may fix and if at such adjourned meeting a quorum is not present, those members who are present shall form a quorum |


|  |  | form a quorum and may transact the business for which the meeting was called. Every question submitted to the meeting shall be decided by a show of hands, each eligible member being entitled to one vote and in the case of equality of votes, the Chairman of the meeting shall both on a show of hands and by secret ballot have a casting vote in addition to the votes to which he is entitled as a Life Member. | and may transact the business for which the meeting was called. Every question submitted to the meeting shall be decided by a show of hands, each eligible member being entitled to one vote and in the case of equality of votes, the Chairman of the meeting shall both on a show of hands and by secret ballot have a casting vote in addition to the votes to which he is entitled as a Life Member. |
| :---: | :---: | :---: | :---: |
| 30 | EVIDENCE OF RESOL UTION PASSED $:$ | At the General Meeting, unless a poll is demanded by at least 1/10th of the members present, a declaration by the President or the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by particular majority and an entry to that effect and signed by the Chairman of the meeting in the book of proceeding of the Club, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. | At the General Meeting, unless a poll is demanded by at least $1 / 10$ th of the members present, a declaration by the President or the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by particular majority and an entry to that effect and signed by the Chairman of the meeting in the book of proceeding of the Club, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. |
| 31 | POLL FOR <br> ADOPTI <br> NG A <br> RESOL <br> UTION: | If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. | If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. |
| 32 | ADJOURNED MEETIN G. | The Chairman of a General Body Meeting may with the consent of the majority of Members present adjourn the | The Chairman of a General Body Meeting may with the consent of the majority of Members present adjourn the meeting from |


|  |  | meeting from time to time, and from place to place, but no business shall be transected at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. Any poll duly demanded on the election of a Chairman of the Meeting or any question of adjournment shall be taken at the meeting and without adjournment. | time to time, and from place to place, but no business shall be transected at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. Any poll duly demanded on the election of a Chairman of the Meeting or any question of adjournment shall be taken at the meeting and without adjournment. |
| :---: | :---: | :---: | :---: |
| 33 |  | The adjournment for voting by ballot shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the voting by ballot has been demanded. | The adjournment for voting by ballot shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the voting by ballot has been demanded. |
| 34 | MANAGEMEN T OF THE CLUB: | i) The Management of the affairs and the concerns of the Club shall vest in the Governing Committee which shall consist of a President, two ex-officio voting Members and 12 other members who shall be elected in the Ordinary General Meeting of the Club by the Life members and Permanent Members of the Club who are eligible to vote in the said meeting. <br> ii) Only a Life Member of Club shall be eligible for being elected as the President of the Club. iii) Six (6) out of the remaining 12 elective members of the Governing Committee shall be elected from only amongst the Life Members of the Club and Six (6) shall be elected from amongst all the Life and Permanent members of the Club. | i) The Management of the affairs and the concerns of the Club shall vest in the Governing Committee of the Club which shall consist of a President, 12 Members along with Nominated Members and Ex-Officio Members. President and 12 Members shall be elected through election of the general body. The Governing Committee shall be construed as the Board of Directors under the Act. The Governing Committee shall nominate not more than three members as Non -Executive Director of the Club, out of which two shall be life member and one shall be life or permanent member having voting right and good repute. Incumbent President and Hony. Secretary of the |

iv) The President and Honorary Secretary of the Jharkhand State Cricket Association shall be co-opted ex-officio as the remaining voting members of the Governing Committee, however, they shall be entitled to be nominated as the office bearers of the Club.
iv) Upon issue of the notice of the Ordinary General Meeting under Article 20 and in conformity with Article 36 (i) proposals for election of the President and
12 members of the Governing Committee should reach the Honorary Secretary at least 14 days before the date of the Ordinary General Meeting. The Honorary Secretary shall thereupon after scrutiny circulate the names of eligible candidates for election as members at least 7 days before the date of the Ordinary General Meeting.
v) The election of the members shall be made from among the proposals received and circulated under clause (iv) above, on the names being duly proposed and seconded, at the Ordinary General Body Meeting, and they shall hold office for a period of one year or until the next Ordinary General Body Meeting, whichever is later.
vi) No proposal of a Life or Permanent member for contesting the elections to the Governing Committee shall be processed if the said member has any dues of the Club pending against him/her at the time of submission of the proposal.

Jharkhand State Cricket Association (JSCA) shall be director of the Club in ex-officio capacity. Nominate and Ex-officio members shall not be entitled to be nominated as the office bearers of the Club.
ii) Only a Life Member of Club shall be eligible for being elected as the President of the Club. Six (6) out of the remaining 12 elective members of the Governing Committee shall be elected from only amongst the Life Members of the Club and Six (6) shall be elected from amongst all the Life and Permanent members of the Club having voting right.
iii) All categories of the members of the Governing Committee, i.e. elected members, nominated members and ex-officio members shall be construed as the Directors under the Act.
iv) The Governing Committee/Board shall constitute an Election Committee consisting of one Chairman and two members. Chairman of the Election Committee shall be life member of the Club having good repute and two members, who shall not be member of the Club and having good repute \& domain expertise. The Chairman of the Election Committee shall be referred as Electoral

$\left.\begin{array}{|l|l|l|ll|}\hline & & & \begin{array}{l}\text { and seconded, at the Ordinary General Body } \\ \text { Meeting, and they shall hold office for a period of } \\ \text { two year or until the second subsequent Ordinary } \\ \text { General Body Meeting, whichever is later. }\end{array} \\ \text { No proposal of a Life or Permanent member for } \\ \text { contesting the elections to the Governing Committee } \\ \text { shall be processed if the said member has any dues } \\ \text { of the Club pending against him/her at the time of } \\ \text { submission of the proposal. }\end{array}\right]$

(vi) In the event of any vacancy in the membership of the Committee, the remaining members of the Committee shall within a period of 30 days fill the vacancy by electing a Life/Permanent Member of the Club, provided that he is eligible for the election. Such member shall hold office till the next Ordinary General Meeting.
(vii) The Committee may appoint Sub-Committees consisting of Life or Permanent Members of the Club and may delegate to them such function as the Committee may think fit. The Honorary Secretary and the Honorary Joint Secretary shall be ex-officio members of every such SubCommittee. The Committee shall nominate one of the members of the Sub- Committee as its Convener.
taking interest in the affairs of the Club as expected of Member of the Governing Committee, his membership of the Committee shall be terminated by a Resolution passed by majority of votes in any meeting of the Committee after bringing the matter on the Agenda of the said meeting. Member against whom the proceedings have been initiated shall be absent from that particular meeting.
(vi) In the event of a vacancy arising in the office of the Honorary Secretary or of the Honorary Jt. Secretary or of the Honorary Treasurer, the Committee shall elect one of its members to the respective office(s) for the remaining period of its term subject to the stipulation contained in the last part of sub-clause (i).
(vii) In the event of any vacancy in the membership of the Committee, the remaining members of the Committee shall in its next subsequent meeting, fill the vacancy by co-opting a Life/Permanent Member of the Club from the same category of member, provided that he is eligible for the election. Such member shall

|  |  |  | hold office till the remaining period of the original term/tenure. <br> (viii) The Committee may appoint Sub-Committees consisting of Life or Permanent Members of the Club and may delegate to them such function as the Committee may think fit. The President and the Hony. Secretary shall be exofficio members of every such SubCommittee. The Committee shall nominate one of the members of the Sub-Committee as its Convener. <br> (ix) All Governing Committee Members shall abide with clause 37 (vii) to (ix) and all terms \& conditions mentioned therein shall apply to them. |
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| 37 | MANAGING DIRECT OR | MANAGING COMMITTEE: <br> (i) The following shall be the first members of the Board:- <br> (1) Jitendra Singh <br> (2) Narendra Sinha <br> (3) Rajesh Verma <br> (4) Nandlal Rungta <br> (5) Manish Jaiswal <br> (6) Rajiv Badhan | Board of Directors <br> Board of Directors: The club shall have a Board of <br> Directors. <br> (i) The following shall be the first members of the Board:- <br> 1. Jitendra Singh <br> 2. Narendra Sinha <br> 3. Rajesh Verma <br> 4. Nandlal Rungta |

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(7) Sanjay Singh
(8) Gobinda Mukherjee
The members of the committee may also be paid all travelling,
hotel and other expenses properly incurred by them.
(a) In attending and returning from meetings of the committee or
any sub committee thereof or general meetings or the company;
or
(b) In connection with the business of the company
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5. Manish Jaiswal
6. Rajiv Badhan
7. Sanjay Singh
8. Gobinda Mukherjee
(ii) The number of Directors of the Club shall not be less than three and more than eighteen.
(iii) The affairs of the Club shall be administered and controlled by the Board and the Board may constitute the Sub-Committee from time to time and delegate any of their powers to the Sub-Committee of the Club.
(iv) Board of Directors shall have all the powers and functions as provided under companies act 2013 and rules framed thereunder.
(v) The members of the Board may also be paid all travelling, hotel and other expenses properly incurred by them.
(a) In attending and returning from meetings of the Baord/Committee or SubCommittee thereof or general meetings or the company; or
(b) In connection with the business of the company
(vi) The Hony. Secretary of the Club shall be Secretary to the Board.
(vii) A person shall not be eligible for appointment or shall be disqualified from being director if he or she:


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(x) The quorum for a meeting of the Board of Directors of the Company shall be one third (1/3) of its total strength or six directors whichever is lower. Presence of the President of the Governing Committee, who will be Chairman of the Board and the Hony. Secretary of Governing Committee in person shall be mandatory to establish the quorum for a Board Meeting. In the absence of President and/or Hony. Secretary, the Vice President and/or Jt. Secretary respectively shall be part of the mandatory quorum.

At any meeting of the Committee quorum shall be established as per clause 37(xii). Each member of the Committee shall have one vote and in the event of an equality of votes the Chairman of the meeting shall have a second or casting vote.

The Committee shall meet at least once in two months to pass the accounts relating to the preceding month and to transact any other business regularly brought forward.

The Secretary shall prepare a statement showing the Income and Expenditure, together with a statement of the Profit and Loss during the preceding months since the last meeting, as well as, a list of arrears with individual members of all categories and the stock position of liquor and other provisions and stores and forward the same to each Member of the Committee for consideration at the regular meeting and a statement of the actual liabilities and of the

|  |  | liabilities and of the outstanding debts (it any) of the Club at the end of the previous months, shall also be laid on the table at each meeting. <br> A meeting of the Committee at which quorum is present shall be competent to exercise all or any of the authorizations, powers and discretions by or under the regulations of the Club for the time being vested in or exercisable by the Committee generally. | outstanding debts (it any) of the Club at the end of the previous months, shall also be laid on the table at each meeting. <br> A meeting of the Committee at which quorum is present shall be competent to exercise all or any of the authorizations, powers and discretions by or under the regulations of the Club for the time being vested in or exercisable by the Committee generally. |
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| 40 | POWER OF <br> THE <br> GOVER <br> NING <br> COMMI <br> TTEE | (i)The Governing Committee shall be the governing body of the said Club and in addition to the powers and authorizations by Statute or by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as shall be by statute or by these Articles of Association directed or authorized to be done by the Club as a Company limited by guarantee, and which are not by these Articles or by Statute expressly directed to be done by the Club in the General Meeting but subject nevertheless as to such acts and things as are not regulated by statute or by these Articles of Association to such regulations or directions as may from time to time be determined upon or given at any Ordinary or Extraordinary General Meeting of the Club; Provided that no such regulation or direction shall invalidate any prior act of the Governing Committee, which would have been valid if the regulation or direction had not been made or given; | Powers of the Governing Committee <br> (i) The Governing Committee shall be the governing body of the said Club and in addition to the powers and authorizations by Statute or by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as shall be by statute or by these Articles of Association directed or authorized to be done by the Club as a Company limited by guarantee, and which are not by these Articles or by Statute expressly directed to be done by the Club in the General Meeting but subject nevertheless as to such acts and things as are not regulated by statute or by these Articles of Association to such regulations or directions as may from time to time be determined upon or given at any Ordinary or Extraordinary General Meeting of the Club; <br> Provided that no such regulation or direction shall invalidate any prior act of the Governing Committee, which would have been valid if the regulation or direction had not been made or given; |

Provided further that the Governing Committee may do anything not expressly authorized anywhere by the Statute or by the Articles of Association for the good of the Club and in the interest of the Members of the Club.
(ii)The Governing Committee may meet for the dispatch of business, adjourn or otherwise regulate its meetings, as it thinks fit.
iii) In furtherance of and without any limitation on or prejudice to the general powers conferred by or implied in the last paragraph of Article 38 and Sub-clause (i) of this Article, the Governing Committee shall be entrusted with and shall exercise and perform the following powers and duties.
(a) To take over the effects and liabilities of the incorporated Association known as The Cricket Club.
(b)Generally to purchase, take on lease or in exchange or hire or otherwise acquire for the purposes or the said Club any movable or immovable property and in particularly furniture, Club and household effects, wines, tobaccos, stores, utensils, books, newspapers periodicals, musical instruments, fittings, apparatus, appliances, goods relating to sports both outdoor and indoor and conveniences which the Governing Committee may think necessary for the purpose of the Club, and to sell or dispose of the

Provided further that the Governing Committee may do anything not expressly authorized anywhere by the Statute or by the Articles of Association for the good of the Club and in the interest of the Members of the Club.
(ii)The Governing Committee may meet for the dispatch of business, adjourn or otherwise regulate its meetings, as it thinks fit.
(iii) In furtherance of and without any limitation on or prejudice to the general powers conferred by or implied in the last paragraph of Article 38 and Sub-clause (i) of this Article, the Governing Committee shall be entrusted with and shall exercise and perform the following powers and duties.
(a) To take over the effects and liabilities of the incorporated Association known as The Cricket Club.
(b)Generally to purchase, take on lease or in exchange or hire or otherwise acquire for the purposes or the said Club any movable or immovable property and in particularly furniture, Club and household effects, wines, tobaccos, stores, utensils, books, newspapers periodicals, musical instruments, fittings, apparatus, appliances, goods relating to sports both outdoor and indoor and conveniences which the Governing Committee may think necessary for the purpose of the Club, and to sell or dispose of the same and
same and any rights of privileges which the said Committee may think necessary for the purpose of the affairs of the said Club.
C) Generally to enter into such written agreements with other company, body corporate, institutions and person(s) with regard to promotion of Club facilities and also for sponsorships.
(d) Generally to enter into such written agreements with another company, body corporate, institution or person(s) with regard to proper and optimum maintenance and operation of
the services and facilities of the Club and such other contractual agreements with regard to the use of its other facilities.
(e) To make such grants in aid for the development of cricket and cricket facilities in the state of Jharkhand to the Jharkhand State Cricket Association.
(f) To borrow or raise a sum not exceeding Rs. 5,00,000/- upon such terms as they may think fit, by the issue of Debentures or Debenture Stock or Mortgage charged upon any of the Club's properties and assets both present and future excluding the properties owned or belonging to the Jharkhand State Cricket Association and the appurtenants thereto but including the sums not called upon the guarantee of each Life or Permanent Members, and in addition thereto with the sanction of the twothird of the members present in person at any Extraordinary General Meeting to be called for the purpose, to borrow or raise
any rights of privileges which the said Committee may think necessary for the purpose of the affairs of the said Club.
C) Generally to enter into such written agreements with other company, body corporate, institutions and person(s) with regard to promotion of Club facilities and also for sponsorships.
(d) Generally to enter into such written agreements with another company, body corporate, institution or person(s) with regard to proper and optimum maintenance and operation of the services and facilities of the Club and such other contractual agreements with regard to the use of its other facilities.
(e) To make such grants in aid for the development of cricket and cricket facilities in the state of Jharkhand to the Jharkhand State Cricket Association.
(f) To borrow or raise a sum not exceeding Rs. 5,00,000/- upon such terms as they may think fit, by the issue of Debentures or Debenture Stock or Mortgage charged upon any of the Club's properties and assets both present and future excluding the properties owned or belonging to the Jharkhand State Cricket Association and the appurtenants thereto but including the sums not called upon the guarantee of each Life or Permanent Members, and in addition thereto with the sanction of the two-third of the members present in person at any Extraordinary General Meeting to be called for the
any money required for the purposes of the Club in such manner as the Committee may think fit.
(g) Generally to allow the properties in possession of the Club to be put to such use or usages for entertainment and amusements by the members as the Governing Committee may think fit in the financial interests of the Club.
(h) To maintain a common seal of the Company and fix it to any deed or other documents. All deed or documents sealed with the common seal and signed by the Honorary Secretary and counter signed by the President shall be deemed be duly executed.
(i) To open, maintain and conduct account with any approved bank whether overdrawn or not, and to authorize any person or persons to operate such accounts and sign all negotiable and other documents in the absence of the Honorary Secretary and the Honorary Treasurer.
(j) To appoint such staff and employees which may be required for the purposes of proper and effective functioning of the Club and also to dismiss them. Provided that the appointment of staff and employees shall be made only against the sanctioned strength of such employees/staff as determined by the Governing Committee and approved by the general body.
purpose, to borrow or raise any money required for the purposes of the Club in such manner as the Committee may think fit.
(g) Generally to allow the properties in possession of the Club to be put to such use or usages for entertainment and amusements by the members as the Governing Committee may think fit in the financial interests of the Club
(h) To maintain a common seal of the Company and fix it to any deed or other documents. All deed or documents sealed with the common seal and signed by the Honorary Secretary and counter signed by the President shall be deemed be duly executed.
(i) To open, maintain and conduct account with any approved bank whether overdrawn or not, and to authorize any person or persons to operate such accounts and sign all negotiable and other documents in the absence of the Honorary Secretary and the Honorary Treasurer.
(j) To appoint such staff and employees which may be required for the purposes of proper and effective functioning of the Club and also to dismiss them. Provided that the appointment of staff and employees shall be made only against the sanctioned strength of such employees/staff as determined by the Governing Committee and approved by the general body.
(i) The Committee shall take cognizance against the members of the Committee for any conduct against the objects or interest of the

|  |  |  | Club, any activities prejudicial to the honour, reputation and interest of the Club or disrupt the operation and affairs of the Club, any practices detrimental to the interest of the Club, breach of any Club Rules and/or any codes or any circumstance likely to affect the character or integrity of the Club. On being satisfiedof the above said violation, the Governing Committee shall have power to suspend the committee member concerned, with a 2/3 majority decision and also the power to expel such member provided that the expulsion shall not be made without providing the member concerned with an opportunity of being heard. The suspended members shall not have a right to vote in committee meeting or shall cease all their powers/functions in the Club after suspension till the restoration of suspension. |
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| 41 |  | The Committee may delegate any of its powers and functions to be exercised by the Honorary Secretary or any of the Committee Members for management of the activities and affairs of the Club. | The Committee may delegate any of its powers and functions to be exercised by the Honorary Secretary or any of the Committee Members for management of the activities and affairs of the Club. |
| 42 |  | The Committee shall cause true accounts to be kept of all sums of money received and spent by the Club and of all matters and transactions in respect of which such receipt and expenditure take place and of the assets, credits and liabilities of the Clubs. | The Committee shall cause true accounts to be kept of all sums of money received and spent by the Club and of all matters and transactions in respect of which such receipt and expenditure take place and of the assets, credits and liabilities of the Clubs. |
| 43 |  | The books and accounts shall be kept at the Club or in exceptional circumstances at such other place or places as the Governing Committee may think fit and subject to any reasonable restriction | The books and accounts shall be kept at the Club or in exceptional circumstances at such other place or places as the Governing Committee may think fit and subject to any reasonable restriction as |


|  |  | as to time and manner of the inspection that may be imposed by the Committee they shall be open to the inspection of Members of the Club provided that the account of any individual Members shall not be subject to inspection by any Member other than the Members of the Committee. | to time and manner of the inspection that may be imposed by the Committee they shall be open to the inspection of Members of the Club provided that the account of any individual Members shall not be subject to inspection by any Member other than the Members of the Committee. |
| :---: | :---: | :---: | :---: |
| 44 |  | Once at least in every year the accounts of the Club shall be examined and the correctness of the Profit and Loss Accounts and Balance Sheet ascertained by one or more Auditor or Auditors. | Once at least in every year the accounts of the Club shall be examined and the correctness of the Profit and Loss Accounts and Balance Sheet ascertained by one or more Auditor or Auditors. |
| 45 |  | Auditor or Auditors shall be appointed by the Members at each Ordinary General Meeting each year subject to the provisions of Sub-Clause 19B of Section 24 of the Companies Act, 1956, and the remuneration (if any), of the Auditor, shall be fixed in that Meeting. The Secretary within seven days of the appointment shall give intimation thereof to every Auditor so appointed. | Auditor or Auditors shall be appointed by the Members at each Ordinary General Meeting each year subject to the provisions of the Companies Act, and the remuneration (if any), of the Auditor, shall be fixed in that Meeting. The Secretary within seven days of the appointment shall give intimation thereof to every Auditor so appointed. |
| 46 |  | If any casual vacancy occurs in the office of Auditor, the Committee shall forthwith fill up the same. | If any casual vacancy occurs in the office of Auditor, the Committee shall forthwith fill up the same. |
| 47. |  | The Auditors shall be supplied with copies of the Profit and Loss Account and Balance Sheet intended to be laid before the Club in the General Meeting, and it shall be their duty to examine the same with the accounts and vouchers relating thereto and to report to the Club in the General Meeting thereon and the Auditors shall at all reasonable times have access to the books and accounts of the Club. | The Auditors shall be supplied with copies of the Profit and Loss Account and Balance Sheet intended to be laid before the Club in the General Meeting, and it shall be their duty to examine the same with the accounts and vouchers relating thereto and to report to the Club in the General Meeting thereon and the Auditors shall at all reasonable times have access to the books and accounts of the Club. |


| 48. |  | Every account of the Governing Committee when audited and approved by the General Meeting shall be conclusive except as regards any error discovered within three months next after the approval thereof. If and when such error is discovered within the period as stipulated above, the matter shall be brought to the notice of the Honorary Secretary and the error shall be rectified with the approval of the Committee. No further correction shall be done thereafter. | Every account of the Governing Committee when audited and approved by the General Meeting shall be conclusive except as regards any error discovered within three months next after the approval thereof. If and when such error is discovered within the period as stipulated above, the matter shall be brought to the notice of the Honorary Treasurer and the error shall be rectified with the approval of the Committee. No further correction shall be done thereafter. |
| :---: | :---: | :---: | :---: |
| 49 |  | The Honorary Secretary shall have superintendence of all details of the management of the Club and shall carry on the day to day administration taking suitable action wherever necessary for efficient management of the Club not inconsistent with the provisions in the Articles of Association of the Club and subject to approval by the Governing Committee. He will also keep the accounts and correspondence and draw on the Club account with any bank as may be chosen by the Committee. He will, however, not exercise any powers of the Governing Committee in respect of immovable properties of the Club unless specifically and expressly authorized by the Governing Committee. | The Honorary Secretary shall have superintendence of all details of the management of the Club and shall carry on the day to day administration taking suitable action wherever necessary for efficient management of the Club not inconsistent with the provisions in the Articles of Association of the Club and subject to approval by the Governing Committee. He will also keep the accounts and correspondence and draw on the Club account with any bank as may be chosen by the Committee. He will, however, not exercise any powers of the Governing Committee in respect of immovable properties of the Club unless specifically and expressly authorized by the Governing Committee. |
| 50 | BYE-LAWS, RULES ETC.: | The Governing Committee shall have power to make Bye-Laws, Rules and Regulations (not being inconsistent with these Articles or with any regulations or additions, as may from time to time be determined upon or given at any Ordinary or Extra-Ordinary | The Governing Committee shall have power to make Bye-Laws, Rules and Regulations (not being inconsistent with these Articles or with any regulations or additions, as may from time to time be determined upon or given at any Ordinary or Extra-Ordinary General |

$\left.\begin{array}{|c|c|l|}\hline & & \begin{array}{l}\text { General Meeting of the Club) for the internal management of the } \\ \text { Club, regulating service conditions of the employees and for the } \\ \text { regulation of all entertainments, amusements and facilities of the } \\ \text { Club as they shall think proper, and may amend or cancel any Bye- } \\ \text { laws, Rules or Regulations for the time being in force. } \\ \text { ii) All Bye-Laws, Rules and Regulations shall be kept in a } \\ \text { conspicuous place in the Club as soon as possible after they have } \\ \text { been made and shall be binding on all Members. }\end{array} \\ \hline \text { SERVICE OF } \\ \text { NOTICE } \\ : & \begin{array}{l}\text { (i) Subject to the provisions of Article } 19 \text { and 20, in all other cases } \\ \text { where it is necessary to give notice to Members under any of the } \\ \text { foregoing Articles, it shall be sufficient that such notices are posted } \\ \text { on the notice board of the Club or sent through post or by hand } \\ \text { delivery through peon book. } \\ \text { (ii) All other information/documents required to be given to } \\ \text { Members, may be given by circulars posted under certificate of } \\ \text { posting or by any other mode of effective communication as } \\ \text { deemed by the Governing Committee from time to time. }\end{array} \\ \text { iii) When a document or notice is sent by post, under certificate of } \\ \text { posting, service thereof shall be deemed to be effected by properly } \\ \text { addressing, preparing, and posting a letter containing that } \\ \text { documents or the notice under certificate of posting and in } \\ \text { providing such service, it shall be sufficient proof that the said } \\ \text { letter was so posted. The notice given by advertisement will be }\end{array}\right\}$

Meeting of the Club) for the internal management of the Club, regulating service conditions of the employees and for the regulation of all entertainments, amusements and facilities of the Club as they shall think proper, and may amend or cancel any Bye-laws, Rules or Regulations for the time being in force.
ii) All Bye-Laws, Rules and Regulations shall be kept in a conspicuous place in the Club as soon as possible after they have been made and shall be binding on all Members.
(i) Subject to the provisions of Article 19 and 20, in all other cases where it is necessary to give notice to Members under any of the foregoing Articles, it shall be sufficient that such notices are posted on the notice board of the Club or sent through post or by hand delivery through peon book.
(ii) All other information/documents required to be given to Members, may be given by circulars posted under certificate of posting or by any other mode of effective communication as deemed by the Governing Committee from time to time.
iii) When a document or notice is sent by post, under certificate of posting, service thereof shall be deemed to be effected by properly addressing, preparing, and posting a letter containing that documents or the notice under certificate of posting and in providing such service, it shall be sufficient proof that the said letter was so posted. The notice given by advertisement will be deemed to have

|  |  | deemed to have been given on the day on which the advertisement thereof first appeared. <br> iv) Notice other than those issued by the Club or issued by the Club must in every case be first sent to the Honorary Secretary of the Club. | been given on the day on which the advertisement thereof first appeared. <br> iv) Notice other than those issued by the Club or issued by the Club must in every case be first sent to the Honorary Secretary of the Club. |
| :---: | :---: | :---: | :---: |
| 52 | $\begin{gathered} \text { AMENDMENT } \\ \text { OF } \\ \text { ARTICL } \\ \text { ES } \end{gathered}$ | These articles may be altered or added to by a resolution passed by a majority of not less than two thirds of members present at an Extra-Ordinary General Meeting provided that at least twenty one days', previous notice shall be given to every member of the Club before any proposal to alter an Article is brought up for discussion at the General Meeting. The notice shall state in full the alterations proposed and the text of the resolution and the fact that it is proposed to pass it as a Special Resolution. The alterations and amendments in the Articles so made and for the time being in force shall be deemed to be of the same validity as if they had been originally contained in the present, and shall be subject in like manner to be altered or modified by any subsequent similar resolutions. <br> Provided always that whenever it is proposed to alter any of the these regulations or any clause for the time being in force, otherwise than at the instance of the Committee, the nature of the proposed alteration shall be stated in writing signed by at least one-third the combined strength of Life and Permanent members | These articles may be altered or added to by a resolution passed by <br> a majority of not less than two thirds of members present at an <br> Extra-Ordinary General Meeting provided that notice in advance, in <br> accordance with the provisions of the Act shall be given to every member of the Club before any proposal to alter an Article is brought up for discussion at the General Meeting. The notice shall state in full the alterations proposed and the text of the resolution and the fact that it is proposed to pass it as a Special Resolution. The alterations and amendments in the Articles so made and for the time being in force shall be deemed to be of the same validity as if they had been originally contained in the present, and shall be subject in like manner to be altered or modified by any subsequent similar resolutions. <br> Provided always that whenever it is proposed to alter any of the these regulations or any clause for the time being in force, otherwise than at the instance of the Committee, the nature of the proposed alteration shall be stated in writing signed by at least one-third the combined strength of Life and Permanent members of the club for |


|  |  | of the club for the time being and sent to the Secretary, who shall lay it before the next monthly Governing Committee meeting for consideration and the Committee shall convene an Extra-Ordinary General Meeting of the Club to consider the same. Not less than 30 days' notice of such meeting shall be given and during that time the original article together with the proposed alteration shall be posted on the Club Notice Board. | the time being and sent to the Secretary, who shall lay it before the next monthly Governing Committee meeting for consideration and the Committee shall convene an Extra-Ordinary General Meeting of the Club to consider the same. Not less than 30 days' notice of such meeting shall be given and during that time the original article together with the proposed alteration shall be posted on the Club Notice Board. |
| :---: | :---: | :---: | :---: |
| 53 | SEAL: | The Committee shall maintain a Common Seal for the purpose of the Club and shall have powers from time to time to destroy the same and substitute a New Seal in lieu thereof, and the Committee shall provide for the safe custody of the Seal, for the time being. The Seal shall never be used except by the authority of the Committee previously given. | The Committee shall maintain a Common Seal for the purpose of the Club and shall have powers from time to time to destroy the same and substitute a New Seal in lieu thereof, and the Committee shall provide for the safe custody of the Seal, for the time being. The Seal shall never be used except by the authority of the Committee previously given. |
| 54 | DEED-HOW TO BE EXECU TED: | Every deed or other instrument to which the Seal of the Club is required to be affixed shall be signed by the Honorary Secretary and countersigned by the President under the authority of a specific resolution of the Governing Committee for the purpose. | Every deed or other instrument to which the Seal of the Club is required to be affixed shall be signed by the Honorary Secretary and countersigned by the President under the authority of a specific resolution of the Governing Committee for the purpose. |
| 55 |  | All acts done by the Governing Committee or a Sub-Committee thereof, or of any person acting as a member thereof shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such members or of any person acting as aforesaid, or that they or any of them were disqualified, be valid as if every such member or such | All acts done by the Governing Committee or a Sub-Committee thereof, or of any person acting as a member thereof shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such members or of any person acting as aforesaid, or that they or any of them were disqualified, be valid as if every such member or such |


|  |  | person had been duly appointed and qualified to become a member of the Governing Committee of the Sub-Committee. | person had been duly appointed and qualified to become a member of the Governing Committee of the Sub-Committee. |
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| 56 |  | All notices issued to the Club shall be received by the Honorary Secretary and all notices/communications issued on behalf of the Club shall also be done under the signature of the Honorary Secretary. The Club shall sue and be sued through the President. However, the Governing Committee shall be empowered in the absence of the President to authorize the Honorary Secretary and in his absence any other member of the Governing Committee to represent the Club in any case or proceeding before any Court, Tribunal, Authority or Officer. | All notices issued to the Club shall be received by the Honorary Secretary and all notices/communications issued on behalf of the Club shall also be done under the signature of the Honorary Secretary. The Club shall sue and be sued through the President. However, the Governing Committee shall be empowered in the absence of the President to authorize the Honorary Secretary and in his absence any other member of the Governing Committee to represent the Club in any case or proceeding before any Court, Tribunal, Authority or Officer. |
| 57 | WORKING HOURS OF THE CLUB: | The public rooms of the Club will be closed daily at midnight. However, the Bar Room shall be closed for service and consumption of alcoholic drinks at 11.00 PM or earlier as per orders of the Government authorities. The Governing Committee may, however, notify closure of the Club and Bar as also change the working hours of the Club from time to time as may be considered appropriate by the Committee. | The public rooms of the Club will be closed daily at midnight. However, the Bar Room shall be closed for service and consumption of alcoholic drinks at 11.00 PM or earlier as per orders of the Government authorities. The Governing Committee may, however, notify closure of the Club and Bar as also change the working hours of the Club from time to time as may be considered appropriate by the Committee. |
| 58 | $\begin{gathered} \text { USE OF CLUB } \\ \text { PREMIS } \\ \text { ES: } \end{gathered}$ | No Premises of the Club shall be used by any Member or his family members and guests for any purpose other than the purpose as generally assigned to the premises by the Governing Committee or the Honorary Secretary. It shall be at the discretion of the Honorary Secretary to sanction the use of the Club for any | No Premises of the Club shall be used by any Member or his family members and guests for any purpose other than the purpose as generally assigned to the premises by the Governing Committee or the Honorary Secretary. It shall be at the discretion of the Honorary Secretary to sanction the use of the Club for any |


|  |  | entertainment or amusement programme, however, while giving such sanction the Honorary Secretary shall not compromise with the financial or other rights of the Club. | entertainment or amusement programme, however, while giving such sanction the Honorary Secretary shall not compromise with the financial or other rights of the Club. |
| :---: | :---: | :---: | :---: |
| 59 | ACCEPTANCE OF RULES \& BYE- LAWS BY MEMBE RS: | The fact of a Member joining the Club shall be considered as tantamount to his accepting the Memorandum and each and all of these Articles and all bye-laws then in force or subsequently made in accordance with these Articles as binding upon himself/herself. | The fact of a Member joining the Club shall be considered as tantamount to his accepting the Memorandum and each and all of these Articles and all bye-laws then in force or subsequently made in accordance with these Articles as binding upon himself/herself. |
| 60 | BREAKAGES \& DAMAG ES TO CLUB PROPE RTY: | Breakages or damages to Club Property caused accidentally by Members shall be charged to such Member at cost price but willful breakages or damages to Club property by Members shall be charged for at FIVE times the cost price and may also visit the said member with Disciplinary and legal action. | Breakages or damages to Club Property caused accidentally by Members shall be charged to such Member at cost price but willful breakages or damages to Club property by Members shall be charged for at FIVE times the cost price and may also visit the said member with Disciplinary and legal action. |
| 61 | $\begin{aligned} & \text { COPIES OF } \\ & \text { MEMOR } \\ & \text { ANDUM } \\ & \text { AND } \\ & \text { ARTICL } \\ & \text { ES: } \end{aligned}$ | A copy of this Memorandum and of these Articles and of any ByeLaws, Rules or Regulations made by the Committee shall be furnished to any Member of the Club on application and shall be always available for consultation in the office of the Club on all working days between 6 to 9 PM. | A copy of this Memorandum and of these Articles and of any ByeLaws, Rules or Regulations made by the Committee shall be furnished to any Member of the Club on application and shall be always available for consultation in the office of the Club on all working days between 6 to 9 PM. |
| 62 | INDEMNITY: | Every Member, officer or servant of the Club for the time being shall be indemnified out of the assets of the Club against any liability, loss, cost and/or expenses which such person incurs or becomes liable to by reason of any act or thing done by him as such member, officer or servant of the Club, and in respect of any liability incurred by him for any proceedings by or against him, whether civil or criminal, and in | Every Member, officer or servant of the Club for the time being shall be indemnified out of the assets of the Club against any liability, loss, cost and/or expenses which such person incurs or becomes liable to by reason of any act or thing done by him as such member, officer or servant of the Club, and in respect of any liability incurred by him for any proceedings by or against him, whether civil or criminal, and in connection with any application under provisions of the |


|  |  | connection with any application under Section 633 of the Companies Act 1956, in which relief is granted to him by the Court. | Companies Act 2013, in which relief is granted to him by the Court. |
| :---: | :---: | :---: | :---: |
| 63 | WINDING UP | If the Company would be wound up, each and every Life and Permanent member shall contribute to the assets of the company while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be member, and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required. | If the Company would be wound up, each and every Life and Permanent member shall contribute to the assets of the company while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be member, and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required. |

Note: Minor typographical error or minor change, if any found on or before the date of meeting shall be duly informed to the members through email.

