



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
BOMBAY GYMKHANA LIMITED**

Amended upto 26th September 2024

Bombay Gymkhana Ltd., Mahatma Gandhi Road, Fort, Mumbai - 400 001.

Copy

No. 973

Certificate of Incorporation

I hereby Certify that BOMBAY GYMKHANA LIMITED,
is this day incorporated under the Indian Companies Act, VII of
1913, and that the Company is Limited.

Given under my hand at Bombay this seventeenth day of
February One Thousand Nine Hundred and Twenty-two.

H. C. B. MITCHELL
Registrar of Companies



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MEMORANDUM OF ASSOCIATION
OF
BOMBAY GYMKHANA LIMITED

1. The name of the Company (hereinafter called "the Club") is "BOMBAY GYMKHANA LIMITED".
2. The registered office of the Club shall be situated in the Province of Bombay.
3. The objects for which the Club is established are :-
 - (a) To afford to its Members all the usual privileges, advantages, conveniences and accommodation of a Club.
 - (b) To take over the effects and liabilities of the present unincorporated Club known as Bombay Gymkhana, including its outstanding debts.
 - (c) To promote or manage or assist in the promotion or management of all forms of athletic sports, pastimes and recreation.
 - (d) To buy, repair, make, supply, sell and deal in

all kinds of apparatus and appliances used in connection with sports, and all kinds of provision and refreshments required for use by the Members of the Club or other persons for the time being entitled to use the Club Buildings or premises of the Club.

- (e) To promote and hold either alone or jointly with any other association, club or person, sports, meetings, competitions, and matches, and to offer, give or distribute towards prizes, medals and awards and to promote, give or support dinners, balls, concerts, and other entertainments.
- (f) To establish, promote or manage or assist in the establishment, promotion or management of any other body, association or club whose objects or uses are similar or in part similar to the objects and uses of the Club or the establishment, or maintenance of which may be beneficial to the Club and to subscribe to or become a member of such other body, association or club provided that no subscription be paid to any such other body, association or club out of the funds of the Club except bona fide in furtherance of the objects of the Club or some or one of them.
- (g) To purchase, take on lease or hire or

otherwise acquire and to manage or assist in the management of any movable or immovable property or rights or privileges necessary or expedient for the furtherance of the objects of the Club or any of them.

- (h) To construct or alter to keep in repair any buildings required for the Club, and to pull down or demolish any buildings not so required.
- (i) To hire and employ secretaries, clerks, managers, servants and workman, and pay them and other persons in return for services rendered to the club salaries, wages, gratuities and pensions.
- (j) To invest money of or available with the Club in the purchase or upon the security of shares, stocks, debentures, debenture stock, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, Central or State Government, municipal, local or other body or any other person and to lend and advance monies, whether on fixed deposit or otherwise, to such persons or companies and on such terms as the Managing Committee may deem expedient and to guarantee the performance of any contract

or obligation and the payment of money of or by any such persons or companies, and generally to give guarantees and indemnities.

- (k) To borrow or to raise money which may be required for the purpose of the Club upon bonds, debentures, bills of exchange, promissory notes or other obligations, or securities of the Club or by mortgage or charge of the Club property.
- (l) To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Club, whether movable or immovable, with power especially to sell and distribute wines, spirits, tobacco, and other stores among Members, for consumption inside the permanent or any temporary premises of the Club.
- (rn) Generally, to do all such other things as are incidental or conducive to the attainment of the above objects or any of them

4. The liability of the Members is limited.
5. Every Member of the Club undertakes or guarantees to contribute to the assets of the

Club in the event of the same being wound up during the time that he is a Member or within one year afterwards, for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding one Rupee.

6. If upon the winding-up or dissolution of the Club, there remains after the satisfaction of all debts and liabilities any property whatsoever the same shall be paid to, or distributed among the Members of the Club in equal shares.

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

Names, Addresses and Descriptions
of Subscribers

J. SHEEPSHANKS

King, King & Co., Bombay, Banker's Assistant

H. F. LODGE

Killick, Nixon & Co., Bombay, Assistant

R. H. WILD

South British Insurance Co., Bombay, Assistant

T. E. GRANT

Grindlay & Co., Bombay, Banker

H. G. SALE

W. T. Henley's Telegraph Works Co., Ltd.,
Electrical Engineer, Bombay

F. A. BORISSOW

Bombay Port Trust, Deputy Manager,
Docks Department

R. H. A. DELVES

7, Marine Lines, Bombay, Surveyor

Dated this 7th day of February 1922.

Witness to the above signatures

G. F. BLOOD
Manager
Bombay Gymkhana



BOMBAY GYMMHANA LIMITED

ARTICLES OF ASSOCIATION

Unless repugnant to the subject or context thereof, in the interpretation of these Articles, the following words or phrases shall mean :

"Inter-
pretation
Clause"

(a) "the Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.

"the Act"

(b) "Annual General Meeting" means a General Meeting held in accordance with the provisions of Section 96 of the Act and any adjourned holding thereof.

"Annual
General
Meeting"

- "Associate SubScriber" (c) "Associate Subscriber" means a widow/ widower of a Permanent or Life Member. (Amended on 04.08.2008)
- "Auditor" (d) "Auditor" means the person or persons appointed as such by the Gymkhana for the time being.
- "Balloting Committee" (e) "Balloting Committee" means the committee duly constituted under and in accordance with the Articles in whom the election of Members is vested by the Articles and includes a meeting of such Committee duly called and held.
- "Chief Executive Officer" and "Deputy Chief Executive Officer" (f) "Chief Executive Officer" and "Deputy Chief Executive Officer" means the individuals appointed as such by the Managing Committee under and in accordance with the Articles and includes any other individual(s) temporarily performing the duties of the Chief Executive Officer and/or the Deputy Chief Executive Officer" in his absence. (Amended on 30.07.2007)
- "Children" (g) (i) "Children" means natural, step or adopted in cases where adoption is recognised by law of living or deceased Permanent Members and Life Members -Category A" (Added on 26.09.2024)
- "Committee OF "Managing Committee" (g) (ii) "Committee" or "Managing Committee" means the governing body of the Gymkhana entrusted with the management of the Gymkhana duly constituted under and in accordance with the Articles. (Amended on 30.07.2007)

- (h) "Corporate Nominee" means a person who is an Executive Director or Senior Executive of a Corporate Member of appropriate status as may from time to time be determined by the Committee and nominated by the Corporate Member as its nominee on payment of such amount as the Committee may deem fit from time to time.
- (i) "Entrance Fee" means such fee as is determined by the Managing Committee from time to time to be payable by Members on admission to membership of the Gymkhana under and in accordance with the Articles.
- (j) "Extraordinary General Meeting" means a General Meeting (other than an Annual General Meeting) duly called and held in accordance with the Articles and the Act and any adjourned holding thereof.
- (k) "General Meeting" or "Meeting" means a meeting of Life Members and Permanent Members of the Gymkhana for the time being.
- "Corporate Nominee"
- "Entrance Fee"
- "Extraordinary General Meeting"
- "General Meeting" or "Meeting"

- "Gymkhana" (i) "the Gymkhana" means Bombay Gymkhana Limited.
(Amended on 30.07.2007)
- "Gymkhana Building" (m) "Gymkhana Building" means the building premises in which the registered office of the Gymkhana is presently situated.
(Amended on 30.07.2007)
- "House Committee" (n) "House Committee" means the Committee duly nominated by the Managing Committee under and in accordance with the Articles.
- "Lady Subscribers" (o) "Lady Subscribers" means unmarried ladies who are permitted to use certain facilities of the Gymkhana under Article 34.
(Amended on 30.07.2007)
- "Life Members" (p) "Life Members" means those persons admitted to Life Membership and shall include :
(i) LifeMembers -- CategoryA
(ii) LifeMembers – CategoryB
(Amended on 04.08.2008)
- "Life Members — Category A" (q) "Life Member — Category A" means all existing "Old Life Members" {i.e. persons admitted to

Life Membership at any time prior to 16th December 1998) and any person admitted hereafter as a Life Member — Category A. (Amended on 04.08.2008)

- (r) “Life Member — Category B” means all existing “New Life Members” (i.e. persons

“Life Members – Category B”

admitted to Life Membership at any time after 16th December 1998 upto the date of this amendment viz. 4th August 2008), but shall not include those persons who are hereafter admitted as Life Member — Category A pursuant to Article 3(b). (Amended on 04.08.2008)

- (s) “Member” means a Life Member, Honorary Member, Permanent Member, Corporate Member, Short-Term Member, Service Member, Temporary Member, Junior Member and Playing Member duly admitted to membership of the Gymkhana under and in accordance with the Articles whose name is entered in the Register of Members but as regards, and for purposes of Articles 50 to 56 and Article 57(d) and 59 means Life Members and Permanent Members only. (Amended on 30.07.2007)

“Member”

- (t) “Month” means an English calendar month.

“Month”

- *Mumbai" (u) "Mumbai" means City and Island of Mumbai and shall include the area for the time being falling within the municipal limits of Greater Mumbai.
- "Persons" (v) "Persons" includes Companies, Corporations or Bodies Corporate as well as individuals.
- "Quorum" (w)(i) "Quorum" means the minimum number of members required to conduct a meeting either present physically or through video conferencing
(Added on 26.09.2024)
- "Register of Members" (w)(ii) "Register of Members" means the Register maintained by the Gymkhana wherein shall be entered the name, address, class of membership and other relevant particulars of each member.
- "Registered offices" (x) "Registered office" means the current address of the Gymkhana, and shall be subject to section 12 of the Companies Act, 2013.
- "Section" (y)(i) "Section" means and includes any sporting or other facility offered by the Gymkhana to its Members as determined by the Managing Committee from time to time."
(Added on 26.09.2024)
- "Special Resolution" (y)(ii) "Special Resolution" shall have the meaning assigned thereto in section 114 of the Act.
- "Spouse" (z) "Spouse" means any person who is legally married to a Member, either in accordance with the laws of India or in accordance with the laws of a foreign jurisdiction which are recognised by the laws of India.
(Amended on 30.07.2007)

- 1.1 Where the context admits or requires :
 - (a) words importing the singular number shall include the plural number and vice versa and
 - (b) words importing the masculine gender shall include the feminine gender and vice versa.
- 1.2 The marginal notes used in these Articles shall not affect the construction of the Articles.
- 1.3 Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
(Amended on 30.07.2007)

MEMBERSHIP

2

"Categories
of
Member
ship"

Membership of the Gymkhana shall be divided
into the following categories viz.:-

- (a) Life Members
- (b) Honorary Members
- (c) Permanent Members
- (d) Corporate Members
- (e) Short-Term Members
- (f) Service Members
- (g) Temporary Members
- (h) Junior Members
- (i) Playing Members

(Amended on 30.07.2007)

3

"Life
Members"

- (a) The Managing Committee may admit Life Members subject to rules made from time to time, on payment of such Life Membership fee as it may determine from time to time. On payment of Life Membership fee, a Life

Member will be exempt from payment of any subscription fees, but will be liable to pay games and/or other fees or charges levied on or recoverable from Permanent Members from time to time, including contribution to the Bombay Gymkhana Welfare Fund as provided in Article 21(1). The eligibility procedure for election of Life Members will be the same as may be applicable for the time being to Permanent Members. Life Members shall be subject to the rules, regulations and restrictions applicable to Permanent Members of the Gymkhana. Provided that the total number of Life Members admitted by the Managing Committee shall not at any time exceed 20% of the total number of Permanent Members of the Gymkhana for the time being.

- (b) Life Members — Category B will be entitled to become Life Members — Category A, within the limited period of one year from the date of amendment of this Article viz. upto 4th August 2008, on payment of such fee and on such terms and conditions as may be prescribed by the Managing Committee.

(Amended on 04.08.2008)

4

"Honorary
Members"

- (i) The Governor of Maharashtra, the Chief Minister, Maharashtra, the Chief Justice of the Bombay High Court, F.O.C.-in-C Western Naval Command, the Chief Secretary to the Government of Maharashtra, the G.O.C., Maharashtra & Gujarat Area, the Director General of Police, Maharashtra and such other officers or officials posted in Mumbai of similar or comparable status as the Managing Committee may determine from time to time may be invited by the Managing Committee to become Honorary Members of the Gymkhana without ballot or payment of entrance fees or any annual or monthly subscription and to remain Members of the Gymkhana on that basis (but subject to the same rules and conditions as applicable to Permanent Members in all other respects) so long as they hold such office.

The Managing Committee is empowered to invite visitors of distinction or persons from up-country, competing in Gymkhana tournaments or taking part in matches who are eligible for membership of the Gymkhana, to become

Honorary Members during their stay in Mumbai free of entrance fee or monthly subscription.

The Managing Committee may invite sports-persons of national and international repute, to become Honorary Members of the Gymkhana, without Ballot or payment of entrance fees or any annual or monthly subscription and on such other terms and conditions as may be stipulated by the Managing Committee from time to time but subject to the same rules and conditions as applicable to Permanent Members in all other respects. Provided that at any one time, the maximum number of such Honorary Members shall not be more than ten.

5

Deleted

6

Gentlemen and Ladies over the age of 21, who enjoy good social standing and are residents of Mumbai and self-supporting, shall be eligible for election as Permanent Members of the

"Permanent
Members"

Gymkhana provided they have been duly elected in the manner hereinafter provided and have signed and lodged with the Chief Executive Officer a declaration as provided in Article 19.

7

"Corporate Members"

- (1) Companies, Corporations or bodies Corporate incorporated either in India or outside India under any law or regulation for the time being in force and having an office or a place of business in Greater Mumbai but not including a co-operative society registered under any law relating to co-operative societies, may be admitted by the Balloting committee at its discretion as Corporate Members on the terms and conditions set out in this Article.
- (2) No candidate for Corporate Membership will be eligible for admission unless it has a paid-up capital and free reserves exceeding Rs. 5 crore.
- (3) During the subsistence of Corporate Membership, a Corporate Member may nominate upto five Corporate Nominees. Provided however if a Corporate Member has a

paid-up capital and free reserves exceeding Rs. 100 crores, the Corporate Member may nominate upto ten Corporate Nominees.
(Amended on 04.08.2008)

- (4) A nomination made under Sub-Article (3) shall be subject to the right of the Corporate Member to withdraw the same by giving to the Gymkhana a notice of not less than 15 days in writing in that behalf. On such withdrawals or on the Corporate Nominee not being elected according to the provisions hereof, the Corporate Member shall have the same right of nomination as is contained in Sub-Article (3) above.
- (5) A Corporate Nominee under Sub-Articles (3) and (4) above shall be subject to the same provisions of the Articles of the Gymkhana as to ballot and he shall go through the same procedure as a Permanent Member before he is accepted as a Corporate Nominee.
- (6) The Corporate Nominee shall be amenable to the same discipline and behaviour and be subject to the provisions of all the Articles as are for the time being applicable to Permanent Members.

- (7) A Corporate Nominee, as long as his nomination subsists, shall have all the rights of a Permanent Member of the Gymkhana as applicable from time to time as regards the use of the Gymkhana and be subject to the same Articles for expulsion as a Member of the Gymkhana.
- (8) The Corporate Nominee shall cease to enjoy all rights whatsoever conferred upon him/her under these Articles immediately on cessation of Membership of the Corporate Member under these Articles and/or if he/she fails to maintain the eligibility criteria for being a Corporate Nominee.
(Amended on 04.08.2008)
- (9) A Corporate Member shall be liable to pay as entrance fee and subscription such sums as may be determined by the Managing Committee from time to time and the payment of such entrance fee, subscription and all its dues shall be the joint and several liability of the Corporate Member and the Corporate Nominee. Such payments shall not be refundable for any reasons whatsoever.

- (10) A Corporate Member shall cease to be a Member of the Club on the happening of any of the following events :-
- (a) At the expiry of 10 years from the date of payment of the entrance fee; Provided that the tenure of all Corporate Memberships existing as on the date of this amendment viz. 4th August 2008, will continue till the expiry of their current term of 15 years unless the Membership comes to an end earlier in accordance with the provisions of these articles.
 - (b) On its ceasing to have an office or place of business in Greater Mumbai.
 - (c) On being taken into liquidation or its Board of Directors resolving to be wound up voluntarily or ordered to be wound up by a court or ceasing to exist on being merged or amalgamated with another corporate entity or on being struck off from the Register of Companies by the Registrar of Companies.

- (d) On non-payment of any amount due to the Gymkhana and in this behalf all the relevant provisions of the Articles of the Gymkhana in this behalf shall apply mutatis mutandis.
 - (e) On termination of the Membership as otherwise provided in these articles.
(Amended on 04.08.2008)
- (11) If there is a change in control of any Corporate Member, the Balloting Committee shall be entitled to at its sole discretion to recommend to the Managing Committee to terminate, without assigning any reason, the Corporate Membership of such Corporate Member.
- For the purpose of this Article, the term "Control" shall have the meaning as defined in Securities & Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulation 1997 or as amended thereafter.
- (Amended on 04.08.2008)
- (12) Subject to the provisions contained in this Article Regarding Corporate Membership, the Managing Committee shall at all times have the

right to make, add to, vary or alter the terms and conditions of Corporate Membership regarding entrance fees, monthly subscriptions, number of Corporate Members to be admitted, and such other terms and conditions, and the same shall be binding on the Corporate Member and the Corporate Nominee for the time being.

- (13) Upon expiry of the term of a Corporate Member or on earlier termination no part of the entrance fee shall be refunded.

(Amended on 04.08.2008)

- (14) Within 3 months prior to the expiry of the term of Corporate Membership any Corporate Member may apply for renewal of its Corporate Membership in accordance with the terms and conditions as the applicable for admission of a Corporate Member. Provided that nothing herein contained shall be deemed to fetter the right of the Balloting Committee to refuse renewal of any Corporate Membership of any Corporate Member.

(Amended on 04.08.2008)

- (15) It shall be the joint and several responsibility of the Corporate Member and its Corporate Nominee(s) to forthwith communicate to the Gymkhana the happening of any event referred to in Clause 7(8), 7 (10) (b) or (c) or 7 (11).
(Amended on 04.08.2008)

8

"Short Term
Members"

- (a) Any gentleman or lady over the age of 21, who is self-supporting and enjoys good social standing and who has his/her domicile outside Mumbai, but who is residing in Mumbai only for the purpose of his/her service, business, trade, profession or any other purpose of like nature, may be elected as a Short-Term Member provided his/her application for such Membership is received by the Gymkhana not later than twelve months from the date of his/her arrival in Mumbai for any of the purposes aforesaid and he/she is not required or does not propose to reside in Mumbai for a period exceeding six years from the date of the application.

- (b) The proposal of a candidate for Short-Term Membership shall be accompanied by a declaration in writing, signed by the candidate, stating the date of arrival in Mumbai for the purpose(s) stated in sub-article (a) above, the particulars of his/her domicile, the purpose of his/her residence in Mumbai, and the period, he/she is required, or proposes to reside in Mumbai after the date of application for membership.
- (c) The period of Membership of a Short-Term Member shall be one year from the date of his/her election but may be extended at the request of the Short-Term Member, by one- year periods at a time at the sole discretion of the Balloting Committee, but so that the total period of Membership of a Short-Term Member, including any extensions thereof, shall in no event exceed a period of six years in the life of a Short-Term Member. The Entrance Fee payable for the initial period of Short term Membership and for any extensions thereafter shall be such amount of the Entrance Fee payable at the material time for the aforesaid period as may be decided by the Managing Committee from time to time.

(Amended on 30.07.2007)

- (d) If the declaration mentioned in sub-clause (b) above, is found to be incorrect at any time after his/her election as a Short-Term Member, the Managing Committee shall have the power to expel that Member at any time before the expiry of the period of his Short-Term Membership. Even after such expulsion, he/she shall continue to be liable to make all payments due by him/her to the Gymkhana including the full amount of entrance fee before he/she is so expelled.
- (e) Except as provided in Article 33, a Short-Term Member shall be entitled to the same privileges and be subject to the same restrictions, rules and regulations to which a Permanent Member is entitled, or is subject to.

8A

Commissioned officers on the active list of the Indian Army, Indian Navy and the Indian Air Force not below the rank of Brigadier, Commodore and Air Commodore, Judges of High Courts, civilian members of an All India Service and Central Service not below the rank of a Secretary to the State Government, the

"Service
Members"

Commissioner of Police and the Collector of Mumbai may be admitted as Service Members when stationed or posted in Mumbai. The procedure for admission of Service Members, their eligibility for admission, their tenure, fees, privileges and the number of Service Members that the Gymkhana may have at any time shall be such as the Managing Committee shall from time to time determine. Except as hereinafter provided, a Service Member shall be entitled to the same privileges and be subject to the same restrictions, rules and regulations to which a Permanent Member is entitled or subject.

9

- (1) Any gentleman and lady eligible for Membership of the Gymkhana under article 6, over the age of 21 who is self-supporting and enjoys good social standing, whose stay in Mumbai at any one time is unlikely to exceed six months, may on being duly proposed and seconded, be elected, at the discretion of the Balloting Committee, as a Temporary Member for a period not exceeding three months, or may, on

"Temporary
Members"

being duly proposed and seconded and put up for election by ballot in the same manner as provided for in these Articles in the case of Permanent Members, be elected a Temporary Member for a period not exceeding six months. Any such person who has been elected a Temporary Member at the discretion of the Balloting Committee for a period not exceeding three months may, subject to a ballot in accordance with the foregoing provisions, have his or her Temporary Membership renewed or extended, as the case may be, but subject always to a maximum period of Temporary Membership of six months in all. A Temporary Member accepted under this Article shall be exempted from payment of Entrance Fee but shall pay monthly in advance a subscription of such sum as the Managing Committee may from time to time determine.

- (2) Notwithstanding what is stated in Article 9(1) the Balloting Committee may accept a candidate for Permanent Membership as a Temporary Member for a period not exceeding five years at the absolute discretion of the Balloting Committee. A Temporary Member so

accepted shall subject to the provisions of Article 21(b) and other applicable Articles of the Gymkhana, make a payment of an amount equal to the entrance fee payable by him if he or she were elected as a Permanent Member on the date on which he or she is accepted as Temporary Member, and shall also pay all fees and other Gymkhana dues applicable at the material time to a Permanent Member. At any time during the said period of five years, as the Balloting Committee may deem fit, the Balloting Committee may either recommend to the Managing Committee to terminate his or her Temporary Membership or proceed with his or her ballot for Permanent Membership.

On his or her election as a Permanent Member, the payment aforesaid made by him or her will be treated as the entrance fee paid by him or her. He/She shall also pay such subscription and make such other payments as a Permanent Member is required to make provided that if he or she is not elected as a Permanent Member or his or her Temporary Membership is terminated by the Managing Committee, then the payment made by him or her shall be refunded to him or

her after deducting therefrom all the dues payable or recoverable from him or her till the date on which he or she ceased to be a Temporary Member, including a suitable charge, as decided by the Managing Committee from time to time, for the usage of the Gymkhana facilities during the period of Temporary Membership. Provided further that the monthly subscription paid by him or her as a Temporary Member for the month in which he or she becomes a Permanent Member shall be adjusted against his or her subscription as a Permanent Member. No appeal or review shall lie from the decision of the Balloting Committee to accept or not to accept such Member as a 'Permanent Member'.

(Amended on 30.07.2007)

10

"Liabilities
of
Temporary
Members"

A temporary Member elected under Article 9 who shall not have paid the subscription due from him/her within fourteen days of his/her election shall ipso facto, be deemed to have thereby rendered his/her election void, unless he/she can offer an explanation of his/her

default to the satisfaction of the Committee. In the event of a Temporary Member not paying his/her debts due to the Gymkhana, his/her proposer and seconder shall be jointly and severally held liable for such debts.

11

- (a) Children (whether natural, step or adopted in cases where adoption is recognised by law) of living or deceased Permanent Members and Life Members — Category A, who have attained the age of 18 years may, if otherwise eligible, be admitted as Junior Members, on being proposed within six months of their attaining the age of 18 years by their Member parent if alive or otherwise by a Permanent Member eligible under Article 14 and seconded as provided in Article 14. The Balloting Committee may, in its absolute discretion, entertain a proposal for Junior Membership at any time upto the time when the candidate attains the age of 30 years, but in that event the Gymkhana shall be entitled to recover the monthly subscription for the period between the expiry of a period of six months after the candidate attains the age of 18 years and the

"Junior
Membership
& Permanent
Membership
for children
of Members"

date on which the proposal for Junior Membership is made. In cases where it is not possible for a candidate to become a Junior Member only by reason of his/her father not being a Member of the Gymkhana, the Gymkhana, on admitting the candidate as a Junior Member, shall be entitled to recover the monthly subscription for the period between the expiry of six months from the date when he/she first becomes eligible to become a Junior Member under this Article as amended with effect from 8th April, 1985 and the date when the proposal for Junior Membership is made. During junior Membership, the Junior Member shall be regarded as a candidate for admission to the Gymkhana and if he/she is over the age of 21, enjoys good social standing and is self-supporting may be elected as a Permanent Member in the manner prescribed for the election of Permanent Members. However, if the candidate is not self-supporting on attaining the age of 21 years, the period of the Junior Membership may be extended by a period of three years and thereafter annually for further periods of two years upto the time the candidate attains the age of 30 years. A

gentleman/lady who is admitted as a Junior Member under this Article shall pay no entrance fee, but shall otherwise be required to make such payments as are decided from time to time by the Managing Committee but not exceeding the same payments as are required to be made by a Permanent Member under Article 21 and his/her proposer and seconder shall be jointly and severally liable for all such payments as well as all other debts to the Gymkhana incurred by the Junior Member. The Junior Membership under this Article shall cease if either the proposer or the seconder withdraws his support or after the expiry of one month from the date on which either the proposer or seconder ceases to be a Member of the Gymkhana for any reason whatsoever, unless during the said period of one month, the letter of proposal is signed by another Permanent Member either as a proposer or a seconder.

- (b) Children of Short-Term Members, Service Members, Honorary Members, Temporary Members, Life Members — Category B and Corporate Nominees shall be entitled to become Junior Members under the terms and

conditions laid down herein but shall not have a right to become Permanent Members under this Article as in the case of other Junior Members and their Junior Membership shall cease on the termination of their member parent's membership or on their attaining the age of 21 years, whichever is earlier.

- (c) Children of Permanent or Life Members - Category A over The age of 21, enjoying good social standing and are self-supporting may, upto the age of 30 years, apply to become Permanent Members as if they had been Junior Members under Article 11. In that event however the Gymkhana shall be entitled to recover the monthly subscription for the period between the expiry of the period of six months after attaining the age of 18 years and the date on which they are accepted as Permanent Members. If however a candidate under this Sub-Article has at any time been a Junior Member, he/she shall be exempted from paying the monthly subscription in relation to the period for which such subscription has been paid during his/her Junior Membership.

- (d) Notwithstanding anything contained in these Articles, the children of Permanent Members or Life Members - Category A will be considered for Permanent Membership under Article 11(a) & 11(c) only when his/her member parent has been a member of at least 10 years standing if alive or otherwise when the member parent would have been a member of at least 10 years standing had he lived. Provided that, (i) this provision requiring the Member parent to be a member of 10 years standing will not be applicable to children of those Permanent Member who were admitted to the membership of the Gymkhana under Article 6A which was introduced by the Special Resolution passed at the EGM held on 18 September, 2002, and (ii) but for this restriction of his/her member parent being a member of at least 10 years standing the son/daughter would in every other way have been eligible under Article 11(a) & 11(c) to apply for Permanent Membership and has in actual fact done so before attaining the age of 30 years.

(Amended on 30.07.2007)

- (e) All such eligible children will be required to appear for interview when called. Candidates must make themselves available for interview within one year from the date of first written notice. On good and sufficient cause being shown, the time and date of the interview may be extended by the Balloting Committee in its absolute discretion.
(Amended on 30.07.2007)

11A

"Special Provisions relating to Life Members - Category B"

Notwithstanding anything to the contrary contained in Article 11, children of Life Members - Category B may, if otherwise eligible, be admitted as Junior Members under and in accordance with Article 11(b). They shall not be eligible for admission either as Life Members or Permanent Members under Article 11 as in the case of other Junior Members and their Junior Membership shall cease on the termination of their member parent's Life Membership or upon their attaining the age of 21 years.

11B

(i) Candidates seeking Playing Membership should be resident in Mumbai and

"Playing
Members"

(a) Be between the ages of 12 and 25 as on the date of application, provided that the Managing Committee may at its discretion increase the upper age limit for exceptional cases for the sport of Snooker/Billiard.

(b) should have been, during the three years immediately preceding the date of their application, or are currently State or higher level Players in any of the existing sports played at the Gymkhana as determined by the Managing Committee from time to time, or should have, during the above period, performed outstandingly in State level tournaments or other recognised competitive events in any of the sports played at the Gymkhana.

(Amended on 04.08.2008)

- (ii) The candidature of an eligible candidate shall be proposed in the form prescribed from time to time by a Permanent/Life Member (of at least ten years standing as on the date of the application) and be seconded by another Permanent/Life Member of like standing.

- (iii) Upon the unanimous recommendation of the concerned Sports/Games SubCommittee, the Managing Committee may, in its absolute discretion, admit a candidate proposed and seconded as aforesaid as a Playing Member solely for that particular sport/game for which the application is made subject to the candidate giving a written Undertaking to the Gymkhana in the prescribed form (i) that he/she shall, during the period of his/her Playing Membership regularly play at the Gymkhana that specific sport/game in respect whereof his/her Candidature for Playing Member has been proposed and seconded as aforesaid and (ii) that he/she shall, during the period of his/her Playing Membership, participate in all competitive tournaments or events pertaining to that specific sport/game in which the Gymkhana participates, and (iii) that he/she

accepts and shall observe and comply with all the terms and conditions of this Resolution.

- (iv) Failure on the part of a Playing Member to fully and satisfactorily comply with the above undertaking (of which the Managing Committee shall be the sole judge and its decision in that behalf final and binding) shall entitle the Managing Committee to terminate the Playing Membership by written intimation to the concerned Playing Member.
- (v) Notwithstanding anything to the contrary hereinabove contained, the Managing Committee shall have the absolute and unfettered right to suspend, discontinue or terminate any Playing Membership at any time during its subsistence without assigning any reason therefore by written intimation to the concerned Playiing Member.
- (vi) Playing Membership shall be granted for only one year at a time. It may however be renewed or extended on the expiry of each year at the sole discretion of the Managing Committee for not more than four further successive periods of one year at a time as may be determined by the

Managing Committee in its absolute discretion provided that the total duration of any Playing Membership shall not in any event exceed five years.

- (vii) The maximum number of Playing Members at any one time (a) shall be not more than three in any one of the following sports, namely Badminton, Squash, Tennis, Billiards and Swimming, and (b) shall not be more than five in any one of the following field games, namely, Rugby, Cricket, Football and Hockey.
- (viii) A Playing Member shall only be permitted to use the facilities at the Gymkhana pertaining to that specific sport/game in respect whereof he/she is admitted as a Playing Member and not any of the other facilities or sections of the Gymkhana. A Playing Member shall be subject to such restrictions, rules or regulations, including payment of fees or other charges, that the Managing Committee may in its absolute discretion specify from time to time. A Playing Member shall not be entitled to any of the rights or privileges enjoyed or exercisable by any other category of Members of the Gymkhana.

- (ix) The Playing Member shall, along with his/her proposer and seconder, jointly and severally, be liable and responsible for any monies due from him/her to the Gymkhana or for any loss, damage or injury caused by him/her to the Gymkhana or any of its property.

ELECTION BY BALLOT

12

- (a) The election or admission of Members shall be vested in the Balloting Committee which shall consist of 14 members. The Chairperson of the Balloting Committee shall be nominated by the Managing Committee from time to time from out of the President, Vice President or one of the Additional members of the Managing Committee. In the absence of the nominated Chairperson at any meeting of the Balloting Committee, the Members of the Balloting Committee present thereat may elect any one of their number to be the Chairperson of that meeting. No Member shall be eligible for being co-opted by the Managing Committee to fill a vacancy on the Balloting Committee or being

“Balloting
Committee
election of
Members
of, filling of
vacancy in”

elected to the Balloting Committee at any Annual General Meeting unless he shall have been either a Permanent or Life Member for at least 10 years before his co-option/election on the Balloting Committee.

- (b) All Members of the Balloting Committee (save and except the Chairperson for the time being of the Balloting Committee nominated by the Managing Committee) shall be elected by ballot at Annual General Meetings and the provisions of Article 38 (C) to (g) as to the manner of election of Members of the Managing Committee shall also apply, mutatis mutandis, to the manner of election of the Members of the Balloting Committee.
- (c) At every Annual General Meeting of the Gymkhana, one third of the total number of the Members of the Balloting Committee for the time being as are liable to retire by rotation (save and except the Chairperson for the time being of the Balloting Committee nominated by the Managing Committee), or if their number is not three or a multiple of three, then, the number nearest to one third, shall retire by

rotation from office. A retiring Member of the Balloting Committee shall be eligible for re-election. Such retiring Member shall however not be so eligible if he has, prior to his retirement by rotation as aforesaid, already served on the Balloting Committee for two successive terms on being elected by ballot at Annual General Meetings but he would again become eligible for election to the Balloting Committee upon the expiry of three years from the date of his retirement by rotation as aforesaid.

- (d) The Members of the Balloting Committee to retire by rotation at each Annual General Meeting, pursuant to Sub-article (c) above, shall be those who have been longest in office as Members of the Balloting Committee since their last appointment, Provided however that as between persons who became Members of the Balloting Committee on the same day, those who are to retire, pursuant to Sub-article (c) above, shall, in default of and subject to any agreement among themselves, be determined by lot.

- (e) In the event of any vacancy occurring on the Balloting Committee, it shall, as soon as possible, be filled by the Managing Committee provided that the Member appointed in the vacancy shall hold office as a member of the Balloting Committee only upto the date of the next Annual General Meeting of the Gymkhana but he shall be eligible for election. The Member so appointed shall not be regarded as a retiring Member. The Managing Committee shall not however appoint in any vacancy occurring on the Balloting Committee a Member who is not eligible for re-election as a retiring Member of the Balloting Committee under sub Article 0 above.

- (f) The Balloting Committee shall normally meet not less than once in every calendar month for the transaction of business. All business transacted at a meeting of the Balloting Committee shall be duly recorded in a Minute book to be maintained for the purpose. Six Members of the Balloting Committee shall constitute a quorum.

13

Any Member of the Balloting Committee, not being a Member of the Managing Committee, absent from all meetings for a continuous period of two months without leave of absence specially granted by the Balloting Committee, shall be deemed to have vacated his office as a Member of the Balloting Committee.

"Absence from Mumbai of Members of Balloting Committee"

14

- (a) Every candidate for admission as a Permanent Member, Life Member, Short-term Member, Corporate Member, Service Member or Temporary Member (if applicable) of the Gymkhana shall be elected by ballot and shall be proposed by a Resident Permanent Member or Resident Life Member, who has been a Permanent Member or Life Member of the Gymkhana for a period of not less than ten years and seconded by another Resident Permanent Member or Resident Life Member who has been a Permanent or Life Member of the Gymkhana for a period of not less than five years, to both of whom the candidate must be personally known.

"Procedure preliminary to ballot"

- (b) Proposers requiring membership application forms should write to the Chief Executive Officer, giving full details of their candidates and the reasons why they consider them to be eminently suitable for membership. The application form, signed by the proposer and seconder, must be sent to the Chief Executive Officer stating the candidate's name and such other information as the Committee may consider necessary. In addition, each application form must be accompanied by a letter in such form as the Balloting Committee may from time to time prescribe, signed by not less than six Permanent or Life Members of the Gymkhana who are not Members of the Managing or Balloting Committees, confirming that the candidate is personally known to the signatories of the letter and is in their opinion suitable and eligible in every way for Membership of the Gymkhana. As soon as possible after receipt of the application form, the Balloting Committee shall arrange to interview the candidate and if he is found acceptable, his Ballot shall commence immediately. His name, accompanied by the aforesaid information, shall be posted in a conspicuous place in the Gymkhana Building,

and notice shall be sent to each Member of the Balloting Committee. In case a candidate shall have been previously proposed for election and balloted for, and shall not have been elected, such fact shall be stated in the said notice.

- (c) If the proposer and/or seconder of any candidate shall die or cease to be a Permanent Member or a Life Member of the Gymkhana at any time before the candidate is elected, then another Resident Permanent Member or Resident Life Member who has been a Permanent Member or Life Member of the Gymkhana for a period of not less than ten years must propose and another Resident Permanent Member or Resident Life Member of the Gymkhana for a period of not less than five years must second such candidate in the place of the proposer and/or seconder so dying or ceasing to be a Member before the Ballot on such application form can be opened.
- (d) In any such case, the application form shall retain its place in the waiting list, if any, of the application form for Membership. Provided that if the initial application form of the candidate

was invalid on any grounds whatsoever, the application of such candidate shall be rejected and the substitution of the name of the proposer/seconded as aforesaid shall not make the application valid.

- (e) Except for his own Son or Daughter a Member of the Managing or Balloting Committees shall not propose or second a candidate for admission to the Gymkhana. In the case of a member of either Committee having proposed or seconded a candidate, before his election to either Committee, he shall not be allowed to cast his vote.

14A

Notwithstanding anything contained in Article 14, Members of the Managing and Balloting Committees shall be eligible to propose their sons or daughters for Junior Membership.

15

When a candidate is put up for election, the ballot box shall remain open for fourteen days, at the end of which period the votes shall be counted. If, however, at such time it shall be found that the required number of Members under Article 16 have not voted, the ballot shall continue open until the requisite number shall have voted, if they shall do so within a further period of fifteen days. If at the end of such further period, the required number of votes have not been given, the candidate's name shall be withdrawn and he shall not be put up for election again until after the lapse of three months from the date of the last ballot, except with the permission of the Balloting Committee.

"Procedure
on Ballot"

16

- (a) The ballot boxes shall be opened and the votes counted by the Chairperson of the Balloting Committee or in his absence by the person officiating as the Chairperson of the Meeting in the presence of one or more members of the Balloting Committee and they shall note the result of the ballot on the paper on which the names of the voters are recorded.

"Result of
Ballot"

- (b) No ballot shall be valid unless at least eight Members, of the Balloting Committee shall have recorded their votes. No candidate shall be elected if there are in his/her ballot box two or more black balls.
- (c) If on a ballot box being opened, it is found that the number of balls does not correspond with the number of names on the papers, the following is to be the procedure. If, taking the most adverse view, the candidate would still be elected, the ballot shall stand and the candidate be declared elected, but if taking the most adverse view, the candidate would not be elected, the ballot shall be declared invalid and the candidate at once be put up again for election, his proposer being duly notified.
- (d) It is to be accepted as a principle that no candidate shall be returned as blackballed when there is any irregularity in the voting.

17

It the candidate is not elected, the fact shall be recorded upon the ballot paper and the Chief Executive Officer shall inform his proposer of his non- election. A candidate who has been blackballed or whose name has been withdrawn otherwise than under Article 25, shall not be again proposed for admission to the Gymkhana until after the expiration of 2 years from the date of the ballot.

"Procedure
of non-
election"

18

In the event of the candidate being elected and it appearing subsequently, at any time, to the satisfaction of the Committee that any statement contained in the letter of proposal given under Article 14 was incorrect in any material particular, the Committee may cancel the election and the Member shall thereupon cease to be a Member of the Gymkhana, but may at the discretion of the Committee be proposed and seconded again forthwith and if so proposed and seconded and duly elected shall not be liable to pay the entrance fee payable under Article 21, if the same shall have already been paid.

"Cancellation
of election
for false
statement
in proposal
form"

19

"Procedure
on Election"

Immediately on the election of a Member or his/her acceptance under Article 9(2), his/her election or acceptance shall be notified to him/her in writing by the Chief Executive Officer and on obtaining a declaration that he/she will be bound by the Memorandum and Article of Association of the Gymkhana for the time being in force and the rules or regulations that may be framed thereunder from time to time and, on his/her paying the necessary fees, his/her name shall be entered in the Register of Members.

20

"Election
void on
non-payment
of fees"

If a Member shall fail to pay his/her entrance fee and subscription within fourteen days after receipt of demand under Article 19 the Committee may at their discretion declare his/her election void.

ENTRANCE FEE AND SUBSCRIPTIONS

21

- (a) The entrance fee of Permanent Members shall be such a sum payable on election as may be prescribed by the Managing Committee from time to time. The monthly subscription shall be such a sum not exceeding Rs. 500/- as the Committee may from time to time determine. The maximum increase in subscription in any single financial year will be restricted to Rs. 50/- per month. Monthly subscriptions shall be paid in advance.
- (b) Candidates for Permanent Membership elected under Article 9(2) shall pay such entrance fee and monthly subscription not exceeding Rs. 500/- as the Committee may from time to time determine. The maximum increase in subscription in any single financial year will be restricted to Rs. 50/- per month. Monthly subscription shall be paid in advance.

"Entrance
fee and
Subscriptions"

- (c) The entrance fee of Corporate Members shall be such sum payable on election and the monthly subscription shall be such sum payable in advance as the Committee may from time to time determine.
- (d) The entrance fee and monthly subscription payable by Short-Term Members shall be such sum as the Managing Committee may from time to time determine.
- (e) Newly elected Permanent or Short-Term Members shall be charged only a proportionate part of the annual subscription from the commencement of the quarter in which they were elected up to the next succeeding 31st March.
- (f) the Managing Committee shall have and shall be deemed to have always had the power to levy monthly subscriptions, games fees and any other charges in advance for a whole year or a part of the year as it may decide.
- (g) Every Member of the Gymkhana other than Honorary Members shall contribute a sum not exceeding Rs. 50/- per month as may be

decided from time to time by the Managing Committee to the corpus or otherwise of such Trust, Society or other Association established or to be Established by the Gymkhana for the promotion of the objects of the Gymkhana and/or for the welfare of its employees as the Managing Committee may from time to time decide.

- (h) the entrance fee and subscription for a Short-Team Member whose Membership is extended in accordance with the provisions of Article 8 shall be as laid down in the said Article.
- (i) The entrance fee and subscription for a Temporary Member shall be as laid down by the Managing Committee from time to time.
(Amended on 30.07.2007)

"Notices of absence to be given"

It shall be the duty of a Member on leaving Mumbai to inform . the Chief Executive Officer in writing of an address to which communication may be sent to him/her and if he/she fails to give such an address, any communication addressed to him/her by registered post at his/her address as given in the Register of Members shall be deemed to have been delivered to him/her at the expiration of 7 days from the time of posting.

24

"Gymkhana bills"

It shall be the duty of every Member to ascertain whether he/she is in debt to the Gymkhana for subscription or supplies or otherwise. Every Member intending to leave Mumbai for a period exceeding 15 days shall, at least 7 days prior to his/her departure from Mumbai, notify the Gymkhana in writing of his intended departure to enable the Gymkhana to submit to him/her, prior to his/her departure, bills for subscription or supplies or other dues. It shall be the duty of such Member to settle all amounts shown to be due, owing or otherwise payable by him/her to the Gymkhana prior to his/her departure from Mumbai.

The non - submission to a Member of bills as aforesaid shall not however relieve him/her from the penalty for non-payment.

25

- (a) If any Member fails to pay his/her subscription or bills to the Gymkhana after the same have, in the opinion of the Committee, been duly demanded of him/her in writing or if he/she has left Mumbai without paying his/her subscription or bills to the Gymkhana he/she shall be liable to have his name posted in a conspicuous place in the Gymkhana Building, if in Mumbai, for seven days (and he shall be notified thereof at once) and if absent from Mumbai, for such number of days as in the opinion of the Committee will suffice for a reply to be received to a registered letter sent to the address (if any) furnished pursuant to Article 23 containing an intimation of his name being so posted, at the expiration of which period if the amount due remains unpaid he shall cease to be a Member of the Gymkhana, and his name shall be erased from the Register of Members. He may however, be readmitted

“Gymkhana
bills,
penalties
for non-
payments”

without formal re-election on assigning to the Committee reasons which they may in their sole discretion consider satisfactory for his having failed to pay such subscription or bills and on payment of all arrears due by him.

- (b) Notwithstanding anything contained in sub-Article (a) hereof and without prejudice to any other legal right and remedies which the Gymkhana may have, if in the opinion of the Committee whose decision in that behalf shall be final and binding, any Member who shall continuously make default in, or shall repeatedly delay, the payment or settlement of any subscriptions, bills or other sums whatsoever due and owing to the Gymkhana, the Committee shall have power, at its sole and unfettered discretion to delete the name of such Member from the Register of Members and such Member shall forthwith cease to be a Member of the Gymkhana.

26

"Defaulters"

No Member who is posted as a defaulter under Article 25 shall be entitled during his default to exercise any of the privileges of Membership.

27

The Managing Committee may prohibit the furnishing of refreshments or any supplies to any Member who may be indebted to the Gymkhana for a sum exceeding Rs. 500/- at anytime.

"Prohibition of supplies to indebted Members"

INFRACTION OF ARTICLES BY MEMBERS

28

If at any time any Member shall refuse or neglect to comply with any provisions of the Memorandum or these Articles or any bye-laws, rules or regulations made thereunder or any circulars or directions issued or given thereunder or shall be guilty of conduct which the Managing Committee considers likely to endanger the harmony or affect the character or stability or interests of the Gymkhana, the Managing Committee shall be entitled to expel him or take such steps against him as it may deem fit and lay down restrictions on the exercise by him of any of the rights and privileges conferred on him as a Member of the Gymkhana including the use of the Gymkhana premises and/or facilities for a stated period, proposing, seconding and supporting any candidate for admission as a member (of any category) to the

"Infraction of Articles by Members"

Gymkhana, entertaining of guests, use of reciprocal privileges, or issue of regular or concessional tickets for any show, match or tournament provided that not less than two thirds of the Members present, who shall not be less than 15, shall have voted in favour of the same and provided also that at least fourteen days before the meeting at which such resolution is passed, the Member concerned shall have had notice thereof and of the intended resolution for the steps to be taken against him and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he might think fit. The Managing Committee shall give or post to the Member concerned by registered post a letter containing a notification of the said resolution. On the passing of such resolution, the Member shall forthwith be expelled or debarred from exercising the rights and privileges as a Member of the Gymkhana to the extent mentioned in the said resolution and shall thereafter, for the period stated in the resolution, not use such rights or privileges from which he has been debarred. No appeal shall lie against the decision of the Managing Committee. Provided further that nothing herein contained shall affect the right of the Managing Committee to expel a Member in terms of the Provisions of any other Articles.

COMPLAINTS OR SUGGESTIONS

29

Complaints or suggestions shall be made in writing in a book kept for the purpose. No Member shall strike, abuse or punish any servant of the Gymkhana. Any Member having cause to complain of any servant may enter his complaint in the book, or otherwise bring the matter to the notice of the Chief Executive Officer.

"Complaints
or
suggestions"

TERMINATION OF MEMBERSHIP

30

A Member shall cease to be a Member of the Gymkhana

- (a) if by letter addressed to the Chief Executive Officer he voluntarily resigns his Membership, and pays all the debts due by him to the Gymkhana;
- (b) If he applies to be adjudicated an Insolvent or is adjudged an Insolvent;

"Termination
of
Membership"

- (c) if he is dismissed from the public service;
- (d) if he fails to pay, or continuously defaults or delays in the payment or settlement of his debts due to the Gymkhana, as provided under Article 25;
- (e) if he is found guilty by a competent tribunal of an offence involving in the opinion of the Committee, gross misconduct;
- (f) if he is convicted by a Court or other competent tribunal of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than 3 months;
- (g) upon expulsion from the Gymkhana under Article 28. Persons ceasing to be Members under sub-Articles (3), (5), (6) and (7) shall not be eligible for re-election.
- (h) The membership of a Corporate Member shall be liable to be terminated in accordance with the provisions of Article 7.

INTRODUCTION OF GUESTS

31

- (a) Subject to the terms of this Article, and to such restrictions, whether general or specific, as the Committee may from time to time determine, a Member may introduce guests in the Gymkhana who, when accompanied by a Member, may make use of such portions of the Gymkhana premises as may not be exclusively reserved for the use of Members. Persons may also from time to time be invited by the Committee as guests of the Gymkhana.
- (b) No person shall be eligible for admission to the Gymkhana premises as a guest who is not received in general society; any Member introducing into the Gymkhana as guest any person not so eligible shall be liable to be dealt with under Article 28.
- (c) No person shall be introduced into the Gymkhana as a guest who does not enjoy good social standing or who has been expelled from the Gymkhana under Article 28 or whose conduct or presence in the Gymkhana may be

"Guests"

considered by the Committee or the Chief Executive Officer to be objectionable or prejudicial to the interests of the Gymkhana or who has been suspended or excluded from the Gymkhana or any part thereof.

- (d) No guest may be invited to the Gymkhana by the same Member or different Member on more than eight occasions in the aggregate in any calendar month. The Managing Committee shall have power to impose a charge payable for each guest introduced by a Member under this Article. Under no circumstances shall any guest be permitted to order or pay for supplies.
- (e) A Visitor's Book shall be kept in the Gymkhana premises and every Member introducing a guest must enter therein on every occasion his own name and the name and address of his guest.
- (f) The Committee may make bye-laws or rules or issue directions controlling, restricting or suspending the entertainment of guests from time to time. Any question arising under this Article or the bye-laws or rules or directions made thereunder shall be dealt with by the Committee whose decision shall be final.

- (g) Junior Members shall be permitted to introduce guests into the Gym khana on terms and conditions decided by the Managing Committee from time to time, provided his/her Member parent/Proposer makes a specific written request to the Chief Executive Officer and the Junior Member and his/her Member parent/Proposer take full responsibility as per the relevant Articles relating to introduction of guests, for the guests introduced by the Junior Member and for payment of all dues of such Junior Member.

(Amended on 04.08.2008)

32

The Managing Committee are empowered to make such arrangements with any other Gymkhanas having objects in whole or in part similar to the objects of this Gymkhana as they may consider desirable with a view to giving to the Members of such Gymkhanas and obtaining for the Members of this Gymkhana reciprocal privileges. The Managing Committee may make bye-laws or rules for the purpose of carrying such reciprocal arrangements into effects.

"Reciprocity"

"Restrictions
on rights
privileges
of certain
Members"

Notwithstanding anything to the contrary implied or herein contained, an Honorary Member, Short-Term Member, Service Member, Temporary Member, Junior Member and Corporate Member shall not be entitled (a) to propose or second any candidate for admission as a Member of the Gymkhana, (b) to attend or vote at General Meetings, (c) to sign any requisition under Article 51, (d) to stand for election to, or serve on, the Managing Committee or Balloting Committee or (e) to claim any share of the property, funds or other assets of the Gymkhana upon its winding up or dissolution. A Short-Term Member, Service Member, Temporary Member or Junior Member may however serve on Sub-Committees appointed or elected in accordance with the Articles. Save as provided in this Article or in any other Article, an Honorary Member, Short-Term Member, Service Member, Temporary Member, Junior Member, Corporate Member shall in all other respects be entitled to the same privileges and be subject to the same restrictions, rules and regulations to which a Permanent Member is entitled or subject to.

34

- (a) Lady Subscribers and the spouse of Members (other than of Playing Members) of the Gymkhana may be allowed to use the Gymkhana and to avail themselves of such of its amenities as may be decided from time to time subject to such conditions as may be laid down from time to time by the Managing Committee but shall not have any of the rights, privileges or benefits of a Member. Any Lady Subscriber shall upon her marriage cease to be a Lady Subscriber forthwith.
- (b) On the death of a Permanent or Life Member, the spouse of such Member may be allowed to use the Gymkhana and to avail of such amenities as an Associate Subscriber, as may be decided upon and subject to such conditions as may be laid down from time to time by the Managing Committee. The permitted usage of the Gymkhana's facilities by the Associate Subscriber will terminate automatically on the remarriage of such Associate Subscriber.

"Lady Subscribers, the spouse of Members and Associate Subscribers"

- (c) Any Lady Subscriber, Associate Subscriber or the spouse of a Member may be co-opted (with the approval of the Managing Committee), to serve on any sub-Committee and/or Sports Committee. The Lady Subscriber, Associate Subscriber or the spouse of a Member shall be subject to the same restrictions, rules and regulations to which a Permanent Member is subject to.

(Amended on 04.08.2008)

MANAGEMENT

35

"Management"

The Gymkhana shall be managed by a Committee consisting of the President, the Vice-President, the Honorary Treasurer and not more than 14 Honorary Secretaries to represent the various Sports and Gymkhana activities as may be determined from time to time by the Committee and not more than three Additional Members.

36

The Managing Committee may from time to time appoint a Chief Executive Officer and or a Deputy Chief Executive Officer to perform such functions and carry out such duties as may from time to time be assigned to him. If the person appointed as the Chief Executive Officer or Deputy Chief Executive Officer is not a Member of the Gymkhana, the Managing Committee may invite him to become a Member for the term during which he shall hold the appointment without ballot and without his being liable to pay the entrance fee, annual and monthly subscriptions provided that he shall cease to be a Member on the termination, for whatever reason of his appointment as Chief Executive Officer or Deputy Chief Executive Officer. The Managing Committee may at its discretion remove any such Chief Executive Officer and/or Deputy Chief Executive Officer.
(Amended on 30.07.2007)

"Appointment
of Chief
Executive
Officer"

37

Deleted

38

"Election of
Committee"

The Managing Committee shall be elected by ballot of Members entitled to vote at the Annual General Meeting in the manner hereinafter provided.

- (a) At every Annual General Meeting of the Gymkhana one third of the total number of the members of the Managing Committee for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then, the number nearest to one third, shall retire by rotation from office. A retiring member of the Managing Committee shall however be eligible for re-election.
- (b) The Members of the Managing Committee to retire by rotation at each Annual General Meeting, pursuant to Sub-Article (a) above, shall be those who have been longest in office as members of the Managing Committee since their last appointment. Provided However that as between persons who became members of the Managing Committee on the same day, those who are to retire, pursuant to Sub-Article (a) above, shall in default of and subject to any agreement among themselves, be determined by lot.

- (c) Retiring members of the Committee shall be eligible for re-election on their notifying the Chief Executive Officer in writing their willingness to offer themselves for re-election at least 30 days prior to the day of the Annual General Meeting. A list shall be posted at least 21 clear days prior to the day of the Annual General Meeting of those members of the Committee who shall retire by rotation at the Annual General Meeting, stating against each such member's name whether he has offered himself for re-election or not.
- (d) Any Permanent Member and Life Member willing to serve shall also be eligible for election to the Committee on being duly proposed by one Member and seconded by another. A letter of proposal, signed by both proposer and seconder, must be in the hands of the Chief Executive Officer, at least 14 clear days prior to the day of the Annual General Meeting stating whether the Member is willing to serve, and if so, in what capacity.
- (e) No Member shall be eligible for election unless his name shall have been on the list on the General Notice Board as standing for election

for at least 12 clear days before the day of the Meeting.

- (f) A voting paper, duly initialled by the Chief Executive Officer, shall be available in his office, or at any other location within the Gymkhana Building as may be previously notified by the Committee, between 8.00 AM to 5.30 PM on the day of the Annual General Meeting stated in the Notice thereof, to every Member entitled to attend and vote at the Annual General Meeting who personally requests for the same. Issuance of voting papers will cease fifteen minutes before the time of commencement of the Annual General Meeting. After recording his vote(s), the voting papers shall be directly deposited by the Member concerned in the sealed Ballot Box provided for this purpose. Only voting papers initialled by the Chief Executive Officer will be accepted by the scrutineers.
(Amended at AGM 23.09.2014)
- (g) In the event of a tie between any two or more Members as a result of the ballot, the Chairperson of the Annual General Meeting shall give the casting vote.

39

If at any Meeting at which an election of the Committee ought to take place, the places of the vacating Members of the Committee are not filled up, the Meeting shall stand adjourned till the same day in the next week at the same time and place, and if, at the adjourned Meeting the places of the vacating Members of the Committee are not filled up, the vacating Members of the Committee or such of them as have not had their places filled up shall be deemed to have been re-elected at the adjourned Meeting.

40

- (i) In the event of a vacancy occurring in the Managing Committee, the Managing Committee shall nominate a Member to the vacancy, provided that such Member shall hold office as a member of the Managing Committee only upto the date of the next Annual General Meeting of the Gymkhana but he shall be eligible for election and the Committee shall also have the power of adding to their number during the course of the year by nominating as Honorary Secretary for any sport not previously

"Vacancies
in
Committee"

represented on the Committee which shall seem to them to require representation, but the Committee shall not exceed seventeen Members exclusive of the President, the Vice-President and the Honorary Treasurer.

- (ii) Before any person is nominated to fill a vacancy as an Honorary Secretary for any sport, the wishes of the majority of Member interested in that sport should be ascertained.

41

"Absence from Mumbai of Member of Committee"

Any member of the Managing Committee who absents himself from three consecutive Meetings, or

from all Meetings for a continuous period of three months whichever is longer without obtaining leave of absence specially granted by the Committee shall be deemed to have vacated his office as a member of the Managing Committee.

42

"Committee Meetin9s"

The Committee shall meet not less than once every calender month for the transaction of business, adjourn and otherwise regulate its meetings, as it thinks fit.

43

- (a) The quorum for a meeting of the Committee shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or 2 members, whichever is higher provided that no quorum shall be validly constituted unless it includes either the President or the Vice President or one Additional Member or the Honorary Treasurer.
- "Quorum for
Committee
Meeting"
- (b) The President shall be the chairperson of all meetings of the Committee. If there is no President or if at any meeting of the Committee the President is not present within 15 minutes from the time appointed for holding a meeting or is otherwise unwilling to act as Chairperson, the Vice President shall be the Chairperson of the meeting and failing him the members of the Committee present shall choose one of their number to be the Chairperson of the meeting.
- "President
to chair
Committee
Meetings"
- (c) Questions arising at any meeting of the Committee shall be decided by a majority of votes. In case of equality of votes, the Chairperson shall have a second or casting vote.
- "Questions
at Committee
Meetings how
decided"

"Who
may call
Committee
Meetings"

- (d) A member of the Committee may, and the Chief Executive Officer on the requisition of any member shall, at any time summon a meeting of the Committee.

"Act at
Committee
meeting
valid not
withstanding
defect in
appointment
of member"

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

"Resolution
in writing to
be as valid
as if passed
in meeting"

- (f) Save as otherwise expressly provided in the Act, a Resolution in writing, signed by all the members of the Committee or a Sub-Committee thereof for the time being entitled to receive notice of a Meeting of the Committee or Sub-Committee, shall be as valid and effectual as if it had been passed at a meeting of the Committee or sub-Committee, duly convened and held.

- (g) The Committee shall cause minutes of all proceedings of every meeting of the Committee to be kept in a book kept for that purpose, in accordance with the provisions of section 193 of the Act. Minutes of meetings of the Committee so kept shall be evidence of the proceedings recorded therein.

"Minutes of
Committee
Meeting"

44

The Committee shall be the governing body of the Gymkhana, and in addition to the powers and authorities by the Act or by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as shall be by the Act or by these Articles directed or authorised to be done by the Gymkhana, and which are not by these Articles or by the Act expressly directed to be done by the Gymkhana in General Meeting, but subject nevertheless as to such acts or things as are not regulated by the Act or by these Articles to such regulations and directions as may from time to time be determined upon or given at any Annual or Extraordinary General Meeting of the Gymkhana; provided that no such regulation or direction shall invalidate any prior act of the Committee which would have been valid if the regulation or direction had not been made or given.

"Powers of
Committee"

45

"Special
Powers of
Committee"

In furtherance of and without prejudice to general powers conferred by or implied in Article (44) it is hereby declared that the Committee shall be entrusted with and may exercise and perform the following powers and duties :

- (a) To spend such moneys as they consider necessary from time to time in furtherance of the objects of the Gymkhana and in particular to acquire furniture, Gymkhana and household effects, sports apparatus and requisites, wines, tobaccos, stores, utensils, books, news- papers, periodicals, musical instruments and conveniences which the Committee may think necessary for the purpose of the Gymkhana, and to sell or dispose of the same.

(Amended on EGM 23.08.2013)

"Provided that if the moneys to be expended is a capital expense or of a revenue nature where the total envisaged project cost exceeds a sum of Rs. 50 Lakhs, the Committee shall first be required to obtain the consent of the members in a General Meeting which consent shall be by a simple majority of those present and

voting, and shall only after such consent is obtained proceed to commence and carry out the project. In the Notice calling for the meeting full and complete disclosure of all relevant details in respect of the project shall be made. In the event of a cost overrun of more than 20% from the initial cost envisaged, the Committee will once again be obliged to explain the reasons for the cost overrun and obtain the consent of the Members at a General Meeting in respect of the cost overrun."

- (b) To purchase, take on lease or hire, or otherwise acquire any movable or immovable property, or any rights or privileges necessary or convenient for the purpose of the Gymkhana, to borrow or raise money for the purpose of the Gymkhana upon bonds, debentures, bills or exchange, promissory notes or other obligations or securities of the Gymkhana, or by mortgage or charge of the Gymkhana's property, provided that no immovable property shall be acquired or disposed of and no mortgage or charge shall be created upon any portion of the Gymkhana's property whatever except with the sanction of an Extraordinary

General Meeting of the Gymkhana to be called for the purpose.

- (c) To issue any such bonds, debentures or other securities at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawing or otherwise.
- (d) To appoint sub-Committees consisting of some of their own Members and/or other Members of the Gymkhana and/or the spouse of Members of the Gymkhana and/or Lady Subscribers and or Associate Subscribers. Other persons who are not Members of the Gymkhana may be invited subject to the approval of the Managing Committee, to serve on such sub-Committees provided that such sub-Committees shall be of an advisory nature only and shall not have any powers of Management.
- (e) From time to time to fix the amount payable by way of deposit by Corporate Members, Short-Term Members, Temporary Members or Playing Members and to determine from time to time the annual and monthly subscription payable by Members at sums not exceeding the maximum amounts laid down in these

Articles, to fix in their discretion the cost of Members of meals, refreshments and other supplies and to make such rules not inconsistent with these Articles as they may deem advisable for the interior economy of the Gymkhana and for the regulations of sport, such alternations in subscriptions, costs and rules to be notified to Members or posted in the Gymkhana Building for the information and guidance of Members.

- (/ To appoint and dismiss servants of the Gymkhana and to fix their wages of remuneration.
- (g) To affix the common seal of the Gymkhana to any deeds or other documents required to be under its common seal, provided that all such deeds or documents shall be signed by two Members of the Committee and countersigned by the Honorary Treasurer or an Additional Member.
- (h) To cause a proper Register of Members and a register of all mortgages and charges affecting the property of the Gymkhana to be kept, in accordance with Section 88, sub-Section (1) of the Companies Act, 2013.

- (i) To determine, at any time and from time to time and at their sole discretion, the maximum number of members of the Gymkhana and of each class or type thereof.

- (j) To make, issue, vary and repeal from time to time such bye-laws, rules, regulations, circulars or directions not inconsistent with the Articles as the Committee shall consider expedient for the Management and well-being of the Gymkhana and the conduct of Members, all of which bye-laws, rules, regulations, circulars, and directions shall be binding on all the Members of the Gymkhana.

(Amended at EGM 23 .08.2013)

“To spend such moneys as they consider necessary from time to time in order to fulfill the social responsibility of the Gymkhana provided that a sum not exceeding Rs. 10 Lakhs shall be spent in any financial year without the previous sanction of the Members to be obtained by a simple majority of those present and voting in a General Meeting.”

46

The interpretation of these Articles and of their construction and effect rests with the Committee, and any ruling given by the Committee shall be final and binding until the Article in question is amended.

“Interpretation of Articles”

47

The Managing Committee shall at their first meeting after the Annual General Meeting each year appoint a House Committee which shall consist of:

“Constitution of House Committee”

- a) the President or Vice-President
- b) the Hon. Treasurer
- c) the Hon. Secretaries of Premises, Catering, Bar, Shop and Entertainment
- d) one other Member from the Sports Section
- e) the Chief Executive Officer

The Chief Executive Officer shall be the Secretary of the House Committee and in his absence anyone of the other Secretaries as may be nominated by the House Committee. The House Committee shall meet at least once a month and shall keep minutes of all its proceedings which shall be submitted to the Managing Committee for confirmation. The Managing Committee shall lay down the terms of reference within

which the House Committee shall function under its superintendence.

48

"Sub-Committees"

The Honorary Secretary for a Sport or Section shall, at such time as the Managing Committee determine, call a Meeting of Members interested in that sport or Section who shall elect a committee consisting of some of their own Members and/or other Members of the Gymkhana and/or the spouse of Members and/or Lady Subscribers and/or Associate Subscribers provided that the number of Members shall not be less than three or more than five to advise and help him. Such Committee shall meet for business as often as required by him and he shall keep a Minute of all their proceedings which shall be submitted to the Managing Committee for Confirmation.
(Amended on 30.07.2007)

49

"President
Vice-President
and Hon.
Treasurer,
ex-officio
Members of all
Committees"

The President, the Vice-President, and the Hon. Treasurer shall be ex-officio Members of the Balloting Committee and all Committees or Sub-Committees in cases for which no express provision is made in these Articles.

MEETINGS

50

The Gymkhana shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. Every Annual General Meeting shall be called and held in accordance with the provisions of section 96 of the Act and the notices calling the Meeting shall specify it as the Annual General Meeting. Every Permanent Member and Life Member of the Gymkhana shall, subject as hereinafter provided, be entitled to attend in person and the Auditor of the Gymkhana shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Gymkhana there shall be laid on the table the Managing Committee's Report and the Audited statement of Accounts and the Auditor's Report (if not already incorporated in the Audited Statement of Accounts).

"Annual
General
Meeting"

51

- "Extraordinary General Meeting" (a) The Managing Committee may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by Members who have at the date of deposit of the requisition not less than one-tenth of the total voting power of all the Members having at the said date the right to vote in regard to that matter in respect of which the requisition has been made.
- "Requisition to state object of Meeting" (a) Any valid requisition so made by Members must state the objects of the Meeting proposed to be called and must be signed by the requisitionists and be deposited at the Registered Office of the Gymkhana provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- "On receipt of valid requisition, Committee to call Meeting and in default requisitionists may do so" (c) Upon receipt of a valid requisition, the Committee shall forthwith call an Extraordinary General Meeting, and if it does not proceed, within 21 days from the date of the requisition being deposited at the Registered Office of the Gymkhana, to cause a Meeting to be called on

a day not later than 45 days from the date of deposit of the requisition, the requisitionists themselves or such of them as represent not less than one tenth of the total voting power of all the Members of the Gymkhana referred to in sub-article (a) above, may call the Meeting but in either case any Meeting so called shall be held within 3 months from the date of deposit of the requisition as aforesaid.

- (d) Any meeting called under sub-article (c) above 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 Committee.

"Meeting called by requisitionists"

51A

1. General Meeting of the Gymkhana shall be called by giving not less than 21 days notice in writing to all Members.
2. A General Meeting may be called after giving a shorter notice than that specified above if consent in accorded thereto -
 - (a) in the case of an Annual General Meeting, by all the Members entitled to vote thereat; and

"Length of Notice of Meetings"

- (b) in the case of any other Meeting, by Members of the Gymkhana having not less than 95 per cent of the total voting power exercisable at that meeting.

- | | |
|---|--|
| "Contents of Notice" | 3. Every Notice of General Meeting of the Gymkhana shall specify the place, date and hour of the Meeting and shall contain a statement of the business to be transacted thereat. |
| "Meeting not to transact business not stated in 'Notice'" | 4. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the Notice upon which it was convened. |
| "Omission to give Notice not to invalidate resolution passed" | 5. The accidental omission to give any such notice of a Meeting as aforesaid to any of the Members entitled to receive it or the non-receipt thereof shall not invalidate any resolution passed at such Meeting. |
| "Explanatory Statement with Notice" | 6. The Committee shall comply with the requirements of section 102 of the Act relating to the Explanatory Statement to be annexed to the Notice of a Meeting, whenever applicable. |

52

- (i) At Annual General Meetings, 15 Members present in person and entitled to vote thereat shall form a quorum, at Extraordinary General Meetings 30 Members present in person and entitled to vote thereat shall form a quorum. No business shall be transacted at any General Meeting unless the requisite quorum is present at the time when the Meeting proceeds to business.
- (ii) The President shall be entitled to take the Chair at every General Meeting at which he is present. In the absence of the President, the Vice-President shall be entitled to take the Chair at every General Meeting at which he is present. In the absence of the President and the Vice-President the Members present shall choose another Member of the Committee as Chairperson, or if no Members of the Committee are present, or if all the Members of the Committee present decline to take the Chair, then the Members present shall choose one of their number to be Chairperson. No business shall be discussed at any General Meeting except the election of the Chairperson, while the Chair is vacant.

"Quorum at
Meetings
and
Chairman"

53

“Procedure when quorum not present”

- (i) If within half an hour from the time appointed for a General Meeting a quorum is not present, the Meeting if convened upon requisition under Article 51, shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Committee may determine and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting, those Members who are present shall be a quorum and may transact the business for which the Meeting was called.

“Questions at General Meetings how decided”

- (ii) At any General Meeting, a resolution put to vote of the Meeting shall be decided only on a show of hands unless a poll is ordered or demanded in accordance with the provisions of the Act.
(Amended on 30.07.2007)

“Chairman’s declaration of resolution of voting on show of hands conclusive”

- (iii) A declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that

effect in the Minute Book of the Gymkhana shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- | | | |
|------|---|--|
| (iv) | Every Member shall be entitled to one vote on a show of hands. Provided However that no Member shall be entitled to vote at any General Meeting unless all sums due or payable by him to the Gymkhana upto the end of two Months prior to the Month in which the Meeting is held have been paid by him. | "Voting Rights and Restrictions thereon" |
| (v) | In the case of an equality of votes on a show of hands, the Chairperson of the Meeting shall be entitled to a second or casting vote. | "Chairman's casting vote" |
| (vi) | The Chairperson of any Meeting shall be sole judge of the validity of every vote tendered at such Meeting. | "Chairman to be judge of validity of vote" |

54

Subject to the terms of Article 39 the Chairperson of a General Meeting may, with the consent of the Meeting, adjourn the same from time

"Adjournments"

to time and place to place; but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for 30 days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting

55

"Voting"

Voting by proxy shall not be allowed.

55A

"Minutes of
General
Meetings"*

The Committee shall cause Minutes of all proceedings of every General Meeting to be entered in a book kept for that purpose in accordance with the provisions of Section 118 of the Act. Minutes of General Meetings so kept shall be evidence of the proceedings recorded therein. The Minute Book shall be kept at the Registered Office of the Gymkhana and shall be open to inspection of Members without charge during business hours for such period not being less than 2 hours in each day as the Committee may determine.

56

The Gymkhana may, by a Special Resolution passed in General Meeting, alter these Articles.

"Alteration of Articles"

57

- (a) A notice may be given by the Gymkhana to any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Gymkhana for the giving of notices to him.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- (c) If a Member has no registered address in India and has not supplied to the Gymkhana an address within India for the giving of notice to him, a notice addressed to him and advertised in a newspaper circulating in the neighborhood

"Notice to Members"

of the Registered Office of the Gymkhana shall be deemed to be duly given to him on the day on which the advertisement appears.

- (d) Notice of every General Meeting shall be given to every Member entitled to attend and vote thereat except those Members who (having no registered address within India) have not supplied to the Gymkhana an address within India for the giving of notices to them.

FINANCIAL

58

"Committee to keep accounts"

The Committee shall cause true accounts to be kept of all sums of money received and expended by the Gymkhana and of all matters in respect of which such receipts and expenditure takes place, and of the assets, credits and liabilities of the Gymkhana.

59

"Submission of Accounts to Annual General Meetings"

The Committee shall from time to time in accordance with the applicable provisions of the Act cause to be prepared and to be laid before each

Annual General Meeting such Balance Sheet, Profit & Loss Accounts or Income & Expenditure Accounts and Reports as are required by the applicable provisions of the Act. Copies of the above documents shall be sent at least 21 days before the Annual General meeting to every Member who has registered an address in India.

60

An Auditor shall be appointed by the Gymkhana whose rights and duties shall be regulated in accordance with Section 139 to 147 of the Act

"Audit"

61

Every account of the Gymkhana when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after approval thereof. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and henceforth shall be conclusive.

"Errors in accounts"

96

62

“Admittance
of Children”

Children may be admitted into certain areas of the Gymkhana premises as provided from time to time by the Managing Committee.
(Amended on 30.07.2007)

63

“Dogs and
other
animals

Members and guests are prohibited from bringing dogs or other animals inside the Gymkhana Building or grounds on any pretext whatever.

64

“Mutilation
of news
papers etc.

No book, newspaper, magazine or periodical or any property of the Gymkhana may be cut or damaged or in any way mutilated or removed from the Gymkhana.

65

“Gymkhana
Building”

The Gymkhana Building shall be open at such hours as may be determined by the Managing Committee from time to time.

66

No Member or guest shall give to any employee of the Gymkhana any sum of money or gratuity upon any pretext whatever, and any employee found to have received such money or gratuity shall forthwith be discharged.

(Amended on EGM 23.08.2013)

"Gratuities
to
employee's"

66A

The Gymkhana shall not be responsible or liable for loss of monies, valuables or other property belonging to any Member howsoever such loss may be occasioned and notwithstanding that such loss may be caused by any act or omission of the employees of the Gymkhana in or outside their course of employment. In the event of any such loss it shall be the duty of the Member concerned to report the same without delay to the Chief Executive Officer in the first instance for necessary inquiry and action.

"Gymkhana
not liable
for loss of
Member's
property"

67

- (i) Every Member and every future Member shall be bound to conform to these Articles of

"Articles to be
binding on
all Members"

Association or any future amendment or modification thereof.

- (ii) No Member shall be absolved from the compliance of the Memorandum and Articles of Association and the Bye-laws, on the plea of not having received a copy. Copies can always be obtained on application to the Chief Executive Officer.

(Amended on 30.07.2007)

Names, Addresses and Descriptions
of Subscribers

J. SHEEPSHANKS

King, King & Co., Bombay, Banker's Assistant

H. F. LODGE

Killick, Nixon & Co., Bombay, Assistant

R. H. WILD

South British Insurance Co., Bombay, Assistant

T. E. GRANT

Grindlay & Co., Bombay, Banker

H. G. SALE

W. T. Henley's Telegraph Works Co., Ltd.,
Electrical Engineer, Bombay

F. A. BORISSOW

Bombay Port Trust, Deputy Manager,
Docks Department

R. H. A. DELVES

7, Marine Lines, Bombay, Surveyor

Dated this 7th day of February 1922.

Witness to the above signatures :

G. F. BLOOD
Manager
Bombay Gymkhana

THE INDIAN COMPANIES ACT, 1913

Section 81 (2)

Bombay Gymkhana Ltd.

SPECIAL RESOLUTION

Passed on the 12th December, 1940.

At an Extraordinary General Meeting of the Members of Bombay Gymkhana Limited, duly convened and held at the Registered Office in the Club's premises, Bombay, on the twelfth day of December, the sub-joined Special Resolution was duly passed.

RESOLUTION

"That the Bombay Gymkhana Limited do donate to His Majesty's Government a sum of Rs. 1,50,000/- for the purchase of two Fighter Aircraft to be named Bombay Gymkhana I and II".

Dated the 12th Day of December, 1940.

F. P. VANDERTAELEN,
C. O. FOUNTAIN,
Jt. Hon. Secretaries and
Treasurer

J. B. BARCLAY,
Chairman

Printed and Designed at M/s. Om Sai Copy Center

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