

MEMORANDUM OF ASSOCIATION AND RULES AND REGULATIONS (BYE-LAWS) OF THE ATTINGAL CLUB

(Consolidated and Revised Draft, incorporating amendments)

Registered under the Travancore-Cochin Literary, Scientific and Charitable Societies Act, 1955

REGISTERED OFFICE:

The Attingal Club, Kottiyodu, Market Road, Attingal Village, Chirayinkeezhu Taluk, Thiruvananthapuram District – 695101, Kerala.

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BACKGROUND AND NEED FOR REVISED BYE-LAWS

The Attingal Club was established in the year **1997 by 28 Founder Members** with a noble objective of promoting sports, fellowship, social interaction, recreation and other activities for the benefit of its members and their families. Since its establishment, the Club has grown substantially and developed far beyond the expectations of its Founder Members and presently has **more than 1,100 active members**.

The Club presently owns and holds substantial movable and immovable assets, including approximately **2.5 acres of land**, together with buildings and various other facilities and amenities. The Club is actively engaged in sports, charity, recreational, social, service and benevolent activities and conducts various programmes for the benefit, orientation and entertainment of its members and their families.

The Club presently provides and operates various facilities and activities, including **indoor badminton, an indoor wooden badminton court, indoor stadium facilities, party halls, skating and other sports activities**. A clubhouse and swimming pool are also under construction. The Club, with the requisite licences and permissions from the Excise Department and other competent Government authorities, operates a **bar/permit room** in accordance with law and has achieved substantial member participation and turnover. The Club also operates a restaurant which has attracted not only Club members but also persons from the surrounding area.

The Club has also established affiliations and reciprocal arrangements with **more than 75 clubs in Kerala, outside Kerala and abroad**, thereby providing its members with wider access to facilities and fostering broader social and sporting interaction. The membership of the Club has also expanded across different parts of the world.

In view of the rapid growth of the Club, the substantial increase in its membership, the expansion and development of its facilities, the acquisition and management of substantial assets, and the enlargement of its sporting, recreational, social, service and other activities,

the existing Bye-laws are considered inadequate to effectively regulate and govern the present and future affairs and activities of the Club.

It was therefore considered necessary to frame a **comprehensive, clear and well-structured set of Bye-laws** suited to the present status, requirements and future development of the Club. Accordingly, these proposed Bye-laws have been prepared in a consolidated and comprehensive form to replace and govern the existing Bye-laws and to provide an appropriate framework for the administration, management, functioning and development of the Club.

Upon approval and adoption of these Bye-laws by the General Body, the existing Bye-laws shall stand repealed and these Bye-laws shall come into force with full force and effect from the date of such approval and adoption.

PART I

MEMORANDUM OF ASSOCIATION

1. Name

The name of the Club shall be 'THE ATTINGAL CLUB' (hereinafter referred to as "the Club").

2. Registered Office

The Principal Office of the Club shall be situated at Attingal, in the State of Kerala. Its present address is: The Attingal Club, Kottiyodu, Market Road, Attingal Village, Chirayinkeezhu Taluk, Thiruvananthapuram District – 695101, Kerala.

Any change of the registered office address shall be intimated to the Registrar of Societies and to all members within thirty (30) days of such change, and shall be recorded in the minutes of the Managing Committee.

3. Area of Operation

The area of operation of the Club shall be the State of Kerala, without prejudice to the Club's ability to affiliate, correspond, or enter into arrangements with institutions elsewhere in India or abroad in furtherance of its objects.

4. Aims and Objects

The objects of the Club shall be:

4.1. To promote, provide facilities and amenities for all kinds of sports, games, entertainments, cultural and social programmes.

4.2. The promotion of all types of social, cultural, educative, medical and other services and activities for the intellectual, spiritual, physical and material development of all persons irrespective of religion, race, caste, community or social status, in India or elsewhere.

4.3. The promotion of high ethical values in the personal and family life of the members and in their business, professional and social activities.

4.4. To raise or receive money by subscription, donation, grant and otherwise, and to grant any benefits and privileges to subscribers and donors.

4.5. To subscribe or donate any sum or sums, or trophies, to any social, educational, sporting or charitable institution or any memorial or fund.

4.6. To apply for, obtain, and pay for the use of any licence, concession, permit, grant, privilege or other benefit from the Government, Municipality or other public body or authority which may be deemed beneficial for any of the above objects, and to comply with and carry out the terms of the same.

4.7. To utilise the income, whenever derived, for the furtherance of the aims and objects of the Club.

4.8. To acquire or lease land, and to construct, maintain, improve or alter club houses, grounds, restaurants, reading rooms, a dance hall, auditorium and other buildings of a permanent or temporary nature which may be deemed necessary or beneficial for the objects of the Club.

4.9. To promote the foundation and fellowship maintenance of art galleries, and collection of natural history, mechanical and philosophical inventions.

4.10. To promote and provide accommodation facilities and amenities for affiliating the Club with other clubs of the same objects and nature.

4.11. To promote and provide facilities and amenities for human resource development.

4.12. To promote and provide facilities and amenities for modern communication and automation of office and secretarial services.

4.13. To promote and provide facilities and amenities to keep members physically fit and sound.

4.14. To promote health awareness and health insurance among members.

4.15. To negotiate and enter into arrangements with other persons, bodies, or Government, Municipal or Local authorities as may be deemed necessary, incidental, ancillary, convenient or conducive to all or any of the objects of the Club.

4.16. To borrow money required for the purposes of the Club from a bank or financial institution or from persons, upon such terms and securities as may be determined by the Club, subject to Clause 24 of the Rules and Regulations below.

4.17. To pay out of the funds of the Club the cost, charges and expenses preliminary and incidental to the formation, establishment and registration of the Club.

4.18. To sell, assign, mortgage, lease, exchange or otherwise transfer or dispose of, turn to account, or otherwise deal with all or any properties, movable or immovable, of the Club as may be necessary or convenient for the working of the Club.

5. Non-Discrimination

The membership and benefits of the Club shall be open to all and shall not be restricted on the basis of any particular caste, class, religion or community.

6. Application of Income

The income and property of the Club, whenever and however derived, shall be applied solely towards the promotion of the objects of the Club and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, by way of profit, to the members of the Club. Nothing in this clause shall prevent the payment in good faith of reasonable remuneration to any officer or employee of the Club, or to any person, in return for services actually rendered to the Club.

7. First Managing Committee

The names, offices, occupations and addresses of the members of the first Managing Committee, to whom the governing of the affairs of the Club was entrusted upon registration, are set out in Schedule A to this Memorandum. The composition of the Managing Committee from time to time thereafter shall be as elected in accordance with Part II of this document.

PART II

RULES AND REGULATIONS (BYE-LAWS)

1. Short Title and Commencement

1.1. These Rules and Regulations may be referred to as the Bye-Laws of The Attingal Club.

1.2. These Bye-Laws shall come into force on the date of adoption by the General Body and shall supersede all previous Rules and Regulations of the Club to the extent of any inconsistency.

2. Interpretation

2.1. "The Club" means The Attingal Club.

2.2. "The Managing Committee" or "MC" means the body of the Club elected by the General Body from time to time for the administration, management and conduct of all the affairs of the Club, always referred to as the "Committee".

2.3. "Governing Board" means the Board of five (5) office-bearers consisting of one President, one Vice-President, one Secretary, one Joint Secretary and one Treasurer, elected by the Managing Committee from among its members.

2.4. "The General Body" means the General Body of members as constituted under these Rules.

2.5. "The President", "the Secretary" and "the Treasurer" mean the President, Secretary and Treasurer for the time being of the Club, and include their respective deputies under these Rules.

2.6. "Year" means the financial year of the Club, commencing on 1st April and ending on 31st March.

2.7. “**Simple Majority**” means the opinion or decision supported by more than 50% of the members participating in the meeting or committee, i.e., **50% plus one of the participants**, wherever applicable.

2.8. “**Term**” means the total tenure of a Committee duly appointed or elected in accordance with these Rules.

2.9. “**Good Standing Member**” means a Life Member, Residuary Member, or Life Member Nominee who is not facing any disciplinary action or proceedings, has no outstanding dues or other amounts payable to the Club, including subscription, and has paid all such dues and liabilities up to date.

2.10. Words importing the singular number include the plural and vice versa, and words importing any gender include every other gender.

3. Objects

The objects for which the Club is established are as set out in Clause 4 of the Memorandum of Association, which is incorporated into these Rules by reference.

4. Classes of Members

The Club shall have the following classes of members:

4.1. Founder Members – The **28 members** whose names are set out in **Schedule A** to this Memorandum are the **Life Members** who were instrumental in the formation of the Club and who took an active part in its incorporation.

4.2. Charter Members – life members admitted into the Club on or before 15th August 1997 on payment of the prescribed membership fee.

4.3. Life Members – those who have joined the Club by paying the prescribed membership fee and whose membership has been duly accepted in accordance with these Rules.

4.4.Life Member Nominee (LMN) - the membership conferred, upon nomination by a Life Member during his or her lifetime, on a person nominated to succeed to the membership of such Life Member after his or her demise, permanent disability or other incapacity preventing participation in the activities of the Club, subject to submission of the prescribed application and supporting documents. This privilege of nomination shall be available only to those Life Members who obtained their Life Membership **on or before the date of approval of this amended Bye-law by the General Body**. A Life Member admitted after the said date shall not be entitled to nominate any person to succeed to or inherit his or her membership after his or her demise or incapacity, as such Life Member shall be governed by the **Residuary Membership** provisions contained in Clause 4.5 below.

Explanation: This provision is retained only for the existing Life Members who obtained their membership with the knowledge and understanding that such nomination and succession privilege was available to them. The purpose of this provision is to preserve that existing privilege and protect the legitimate expectations of such members up to the date of approval of this amended Bye-law by the General Body.

4.5. Residuary Member ('R.M.') – A Life Member who has completed five years of continuous membership as a Life Member of the Club may propose a maximum of two of his or her relatives, namely, son, daughter, son-in-law or daughter-in-law, for Residuary Membership, subject to the proposed member satisfying the qualifications and conditions prescribed under these Rules, including Clause 5, and upon submission of the prescribed application, requisite documents, affidavit and payment of the admission fee prescribed by the General Body from time to time. A nominee who has not completed fourteen years of age or otherwise does not possess the prescribed qualifications shall become eligible for Residuary Membership only upon attaining twenty-four years of age and satisfying the prescribed qualifications. Where a Life Member who has completed five years of membership dies without making such nomination, the eligible relatives may apply for Residuary Membership within one year of the date of death, with the written consent of all other eligible relatives. All applications shall be scrutinised and approved by the Managing Committee and, if rejected, the admission fee for the residuary member if paid shall be refunded except the non-refundable application fee. A Residuary Member shall enjoy all the rights, duties, obligations and privileges of a Life Member, but shall not have the right to nominate or propose any relative for Residuary Membership. The Residuary Membership of a son-in-law or daughter-in-law shall cease upon termination of the marital relationship with

the concerned Life Member's son or daughter by divorce, legal separation or otherwise, upon the express written request of the Life Member supported by the relevant documents, including the decree of divorce, and no refund of the Residuary Membership fee shall be payable..

4.6. Senior Members – A Life Member who has attained the age of **seventy (70) years and has completed not less than **twenty (20) years of continuous Life Membership in good standing**, without any pending disciplinary action or outstanding dues, shall be eligible to be recognised as a Senior Member. The status of Senior Member shall be conferred by the Managing Committee upon verification of the eligibility and shall be duly recorded in the Club Register. A Senior Member shall continue to enjoy all the rights and privileges of a Life Member and shall be entitled to such additional concessions or privileges as may be determined by the General Body or the Managing Committee from time to time.**

4.7. Institutional Members – A company registered under the Companies Act, a partnership concern, bank, statutory corporation or body, institution, registered trust or society, and shall be entitled to nominate one officer, preferably an executive, director or partner, to enjoy the privileges of Club membership upon payment of the entrance fee prescribed by the Managing Committee from time to time. The nominee shall become entitled to such membership privileges only upon approval by not less than a **three-fourths (3/4th) majority of the Managing Committee.**

4.8. Honorary Members – Distinguished individuals nominated to membership by the Managing Committee. Honorary Membership shall not carry voting rights or entitlement to stand for election.

4.9. Associate Members – The spouse of every member shall be an Associate Member of the Club, enjoying the privileges described in Clause 6.5, but without independent voting rights.

5. Conditions and Procedure for Admission

5.1. No person shall be admitted to membership of the Club below the age of twenty-four (24) years.

5.2. A person of unsound mind, or a person adjudged insolvent, shall not be admitted to membership.

5.3. Every application for membership shall be accompanied by (a) self-attested copies of documents proving age and identity, and (b) an affidavit stating that the applicant has no criminal background, is not involved in any case affecting moral turpitude, and has not been convicted by any criminal court of any offence of that nature.

5.4. Every application for membership shall be submitted to the Secretary in the prescribed form, who shall place the same before the Managing Committee for consideration. Admission shall be subject to the approval of the Managing Committee by a simple majority, either by ballot conducted in accordance with the procedure prescribed by the Managing Committee or by such other mode as may be decided from time to time. **Provided that no ballot shall be required in the case of nominees of Institutional Members, whose admission shall require the approval of not less than a three-fourths (3/4th) majority of the Managing Committee.**

5.5. Children of Founder Members, Charter Members and Life Members shall be entitled to priority in admission over other applicants, subject to Clause 5.4 above.

5.6. The Managing Committee shall maintain a Register of Members containing all relevant particulars furnished in the respective application forms and shall publish the admission of every new member, including every Residuary Member, Life Member Nominee along with his or her bio-data, on the notice board of the Club within thirty (30) days of such admission.

6. Rights and Privileges of Members

6.1. Every member of the Club, except Institutional Members, Honorary Members and Associate Members, shall have one vote at every General Body Meeting of the Club.

6.2. Life Members other than Honorary, Institutional and associate Members shall be entitled to stand for election to the Managing Committee, subject to the qualifications in Clause 18. No member shall canvass in any form for any election.

6.3. All members shall have the right of admission to and use of the clubhouse, residential rooms, boats and other club facilities, and the right to participate in recreation, games, sports, entertainments and competitions organised by the Club, on payment of such charges or fees and subject to such conditions as may be prescribed by the Committee from time to time.

6.4. Every member shall be entitled, on written request to the Secretary, to inspect the minutes of General Body meetings and the Club's last audited annual accounts, and to obtain copies thereof on payment of reasonable copying charges, within fifteen (15) days of the request.

6.5. **Children of Club Members** shall be permitted to avail themselves of the facilities of the Club, subject to the conditions prescribed by the Managing Committee from time to time, without payment of monthly subscription or entrance fee. However, they shall pay the charges fixed by the Managing Committee for the facilities and services actually availed of. Such children shall have no right to vote and shall have no right to introduce guests or propose applicants for membership.

7. Cessation, Transfer and Termination of Membership; Liability for Debts

7.1. The membership of a member shall cease upon (a) resignation from the Club; (b) death of the member; (c) expulsion from the Club in accordance with Clause 9 or 10; (d) removal from the rolls of the Club for non-payment of the annual subscription, subject to the right of appeal provided under Clause 7.2; (e) conviction by a competent criminal court or tribunal; or (f) the member being adjudged insolvent.

7.2. A member whose membership has been struck off solely for non-payment of the annual subscription shall have the right to appeal upon payment of the outstanding arrears, in accordance with the procedure prescribed under **Clause 9**.

7.3. On the death or incapacitation of a Life Member who obtained membership on or before the date of approval of these amended Bye-laws and Rules, the membership shall be transferred to the nominee nominated by such member in writing, in accordance with Clause 4.4.

7.4. The Managing Committee shall have the power to suspend or expel any member in accordance with Clauses 9 and 10. An expelled member shall have the right to appeal to the General Body and may be reinstated only upon a resolution of the General Body supported by a two-thirds majority of the members present and entitled to vote.

7.5. The termination of membership, for whatever reason, shall not absolve the member or the member's legal heirs from liability to pay any amount due or payable to the Club as on the date of termination.

8. Acts Constituting Indiscipline or Misconduct:

The following acts, whether committed by a member, office-bearer, guest of a member, Associate Member, Affiliated member or any other person lawfully present on the Club premises, shall constitute indiscipline or misconduct for the purposes of Clauses 9 and 10:

1. Unruly or disorderly behaviour on the premises of the Club or any of its institutions.
2. Unruly or disorderly behaviour at any function conducted by the Club or any of its institutions.
3. Any act adversely affecting the discipline, peace, tranquillity or peaceful living in the Club or among its members.
4. Violation of any provision of the Memorandum of Association or these Rules.
5. Forcefully obstructing or disrupting the proceedings of the General Body.
6. Wilfully causing loss, damage or destruction to any property of the Club.
7. Committing or indulging in any unauthorised act or activity.
8. Using abusive, insulting or offensive words, gestures or language in the Club or against any member or person lawfully present on the premises.
9. Causing bodily pain, injury or infirmity to any member or person lawfully present on the premises.
10. Committing any act declared by the Managing Committee to be unlawful or harmful to the interests of the Club.
11. Bringing onto the Club premises any person who has been declared or notified by the Managing Committee as *persona non grata*.
12. Threatening or intimidating any member or person exercising lawful authority with the intention of obstructing the discharge of his or her duties or responsibilities.
13. Misappropriation or unauthorised use of Club funds or property.
14. Causing substantial loss to the Club through inefficiency, negligence or failure to exercise the due diligence reasonably expected in the discharge of any duty.
15. Exercising any lawful authority improperly, wrongfully or maliciously.

16. Publishing or circulating any defamatory, derogatory or disparaging statement, material or publication against the Club, its institutions, office-bearers or members through electronic media, print media, social media or any other medium.

9. Disciplinary Proceedings against a Member

9.1. A member shall be liable to disciplinary action, including warning, suspension or termination of membership, for any act or misconduct specified in Clause 8.

9.2. The Governing Body, by a simple majority decision, may suspend a member for a period not exceeding Fifteen **(15) days** for any violation of Clause 8.

9.3. The Governing Body shall immediately place the matter before the Managing Committee, which shall consider the matter at a meeting held within two (2) weeks from the date of suspension. The Managing Committee may, by a decision taken at such meeting, ratify, modify or extend the suspension, or terminate the membership of the member, as the case may be.

9.4. A member suspended or terminated under Clause 9.3 may submit a petition against the suspension or termination to the Secretary and request an investigation into the matter. The Secretary shall place such petition before the Managing Committee, which may constitute an investigating team to enquire into the matter and submit its report within such time as may be prescribed. Upon receipt of the report, the Managing Committee shall scrutinise the same at its next meeting and take an appropriate decision, including revoking, modifying or continuing the suspension, or terminate the membership of the member, as the circumstances may require.

9.5. The decision of the Managing Committee on the report of the investigating team shall be intimated to the suspended or terminated member **in writing within ten (10) days from the date of such decision**. Upon receipt of such intimation, the suspended or terminated member may prefer an appeal to the General Body by submitting the appeal to the Secretary **within fifteen (15) days from the date of receipt of the intimation**. The Secretary, with the approval of the Managing Committee, shall place the appeal before the next General Body Meeting. The decision of the General Body, if approved by a **two-thirds majority of the members present and entitled to vote**, shall be final and binding on the member concerned.

9.6. The Investigation Team shall consist of a minimum of five (5) members, including the President. Preferably, the Team shall comprise one (1) Founder Members, one (1) member of the Managing Committee, one (1) past office-bearer of the Club, and one (1) member of the General Body who has been a member in good standing for a minimum period of five (5) years.

10. Disciplinary and Criminal Proceedings against Office Bearers and Managing Committee Members

10.1. The General Body alone shall have the power to proceed against any office-bearer of the Club for any act of indiscipline, misconduct, or violation of the Memorandum of Association.

10.2. The General Body shall have the power, at the instance of the members, to debar any one or more members of the Managing Committee, either permanently or for such period as may be determined by the General Body, by a two-thirds majority of the members present and voting, provided that an enquiry has first established that such member or members, or the Managing Committee as a whole, is guilty of any of the following: (a) misappropriation of Club funds or property; (b) causing substantial loss to the Club due to inefficiency, negligence, or failure to exercise due diligence; or (c) wrongful or malicious exercise of lawful authority. Where the General Body debars the entire Managing Committee or any of its members during their tenure, the General Body shall make appropriate interim arrangements for the administration and management of the Club.

10.3. Where the Managing Committee, by a two-thirds majority, resolves that an office-bearer has committed an act of indiscipline warranting removal from office, the Managing Committee shall place the matter before the General Body by way of a resolution and may seek appropriate action against the office-bearer, including initiation of criminal proceedings, where warranted.

10.4. An office-bearer or member of the Managing Committee may also be removed from office for indiscipline, misconduct, or violation of the Memorandum of Association, upon a resolution moved by not less than Hundred (100) members entitled to vote and passed by a two-thirds majority of the members present and voting at a General Body Meeting, in accordance with Clause 19.2.

10.5. Upon receipt of a resolution under Clause 10.4, the President shall initiate steps to convene an Extraordinary General Body Meeting to decide the matter within Sixty (60) days from the date of receipt of such resolution.

10.6. No resolution shall be moved by the members against the same office-bearer or member of the Managing Committee more than once during a single term of office.

10.7. No office-bearer shall be subjected to disciplinary proceedings except in accordance with the procedure provided under this Clause.

11. No-Confidence Motion

11.1. The General Body shall have the power to remove the entire Managing Committee or any other committee constituted under these Rules, by a No-Confidence Motion moved before the General Body and passed by a two-thirds majority of the members present and voting at a General Body Meeting, in accordance with Clause 19.2.

11.2. A No-Confidence Motion shall be brought before the General Body by way of a resolution proposed by one (1) Good Standing Member and seconded by not less than one hundred (100) Good Standing Members.

11.3. Upon receipt of a No-Confidence Motion, the Secretary shall convene a meeting of the Managing Committee within fifteen (15) days from the date of receipt of the Motion and fix a date for an Extraordinary General Body Meeting, which shall be held within sixty (60) days from the date of the Managing Committee meeting.

11.4. The No-Confidence Motion shall be put to vote by secret ballot. If the Motion is passed by a majority of the members present and voting, the General Body shall elect a five-member Ad-Hoc Committee consisting of one Convenor and four other members, from among the Good Standing Members who have completed at least ten (10) years of membership.

11.5. The Ad-Hoc Committee shall discharge only the day-to-day affairs of the Club until the newly elected Managing Committee assumes charge. The election of the new Managing Committee shall be held within ninety (90) days from the date of constitution of the Ad-Hoc Committee.

11.6. No member of the Ad-Hoc Committee shall be eligible to contest the ensuing election while serving as a member of the Ad-Hoc Committee.

11.7. An office-bearer or member of the Managing Committee removed from office by a No-Confidence Motion shall not be eligible to contest for election to any office in the Club for a period of ten (10) years from the date of such removal.

12. The Managing Committee

12.1. The management and control of the Club shall be vested in the Managing Committee, and the Managing Committee shall consist of not less than twenty-five (25) members shall be elected at the Annual General Body Meeting.

12.2. The following office-bearers, collectively referred to as the “Governing Board”, shall be elected from among the members of the Managing Committee: (a) one President; (b) one Vice-President; (c) one Secretary; (d) one Joint Secretary; and (e) one Treasurer.

12.3. A person who has held any particular office in the Governing Board for one term of two (2) years shall not be eligible to hold the same office for the immediately succeeding term. However, such person shall be eligible to contest the election and serve as a member of the Managing Committee or hold any other office in the Governing Board during the succeeding term, subject to the other qualifications and provisions of these Rules.

13. Powers and Functions of the Managing Committee

13.1. To frame policies and guidelines for achieving the objects of the Club.

13.2. To frame, adopt and enforce bye-laws from time to time in furtherance of the policies of the Club, in respect of all matters necessary, incidental, conducive or convenient to the implementation of such policies.

13.3. To appoint or terminate the Executive Director or Manager of the Club, and/or their deputy or assistant, and to regulate all matters relating thereto, including the power to co-opt the Executive Director or Manager as an ex-officio member of the Committee, provided that such person is a member of the Club.

13.4. To decide upon matters referred to it by the Club from time to time.

13.5. To ensure that the Executive Director implements the decisions of the General Body and the Managing Committee.

13.6. To present the Annual Report and audited accounts before the General Body.

13.7. To manage the funds and properties of the Club and to take all steps not specifically provided for in these Rules which the Committee may deem necessary, incidental or conducive to the attainment of the Club's objects and to its proper management and functioning.

13.8. To fix the dates of its meetings and regulate its own proceedings.

13.9. To acquire, in the name of the Club, and to rebuild, alter, repair, improve, sell, or otherwise deal with any land, building, or premises for the use and benefit of the Club.

13.10. To enter into contracts on behalf of the Club and to make, supervise, and regulate all appointments, terminations, and dismissals.

13.11. To borrow money from any bank, financial institution, or other person, upon the security of any property of the Club, subject to the provisions of Clause 24.

13.12. To delegate all or any of its powers to any committee, sub-committee, or appointee, provided that nothing contained herein shall be construed as delegating the power to delegate.

13.13. To make, amend, or repeal, from time to time, regulations relating to the management of the Club and its affairs and the conduct of business by the Managing Committee or any sub-committee, provided that no such regulation shall be inconsistent with the Memorandum of Association.

13.14. To place before the General Body such motions as may be necessary from time to time, including motions for the removal of any of its members in accordance with these Rules.

13.15. To fix the admission fee, annual membership fee, and other fees payable for the use of the Club's facilities.

14. Meetings of the Managing Committee

14.1. There shall be at least one meeting of the Managing Committee every two (2) months.

14.2. A meeting of the Managing Committee may be called at any time by the Secretary, or in the Secretary's absence by the Joint Secretary, or on the written requisition of at least five members of the Managing Committee.

14.3. Three days' clear notice, together with the agenda, shall be given to each member of the Managing Committee. Non-receipt of notice by any individual member shall not invalidate the proceedings of a meeting.

14.4. All meetings of the Managing Committee shall be chaired by the President, in the President's absence by the Vice President, and in the absence of both, by a member elected from among the Committee for that meeting.

14.5. The quorum for a Managing Committee meeting shall be thirteen (13) members.

14.6. All decisions shall be made by a simple majority of votes of those present, and the chair of the meeting shall have an additional or casting vote in the event of a tie.

14.7. Minutes of every meeting shall be recorded in a page-numbered minutes book and shall be circulated to all Committee members within fifteen (15) days of the meeting.

15. Vacancies and Resignation

15.1. Any member of the Managing Committee, including the Chairman of a sub-committee, may resign office at any time on fourteen days' clear notice in writing to the Managing Committee, provided that the resigning member remains responsible for their office until charge has been handed over to the Committee or to a duly appointed successor.

15.2. If, by reason of death, removal, resignation, or otherwise, the office of any member of the Governing Board becomes vacant during the term of office, the vacancy shall be filled by the Managing Committee from among its surviving members. If the seat of any member of

the Managing Committee becomes vacant during the term of office, such vacancy shall be filled by election at the next General Body Meeting.

16. Remuneration

All offices on the Managing Committee shall be honorary and shall carry no remuneration or reward. However, office-bearers may be reimbursed for expenses actually and reasonably incurred in the discharge of their duties and may be paid for services actually rendered to the Club in any capacity other than as an office-bearer, subject to the prior approval of the Managing Committee and disclosure of such payments in the annual accounts.

17. Office Bearers and their Duties

17.1. Subject to the supervision of the Managing Committee, the day-to-day affairs of the Club shall be managed by the President and the Secretary. The President and the Secretary shall each have the power to sign correspondence on behalf of the Club, represent the Club before any court or authority, including the Sports Council, Excise Department, and other Government, quasi-Government or statutory bodies, and receive communications addressed to the Club.

17.2. President: The President shall preside over meetings of the Club and of the Managing Committee, and shall generally perform such duties as appertain to the office of President, including acting as a signatory to the Club's bank accounts under Clause 25.

17.3. Vice President: In the absence of the President, the Vice President shall perform the duties of the President at meetings.

17.4. Secretary: The Secretary shall be the chief administrative officer of the Club. The Secretary's duties shall include: (a) receiving applications for membership and all entrance fees, subscriptions, donations and other receivables, and placing them before the Committee for consideration; (b) disbursing money and cheques authorised by the Committee; (c) convening meetings of the Committee and of the Club as provided in these Rules; (d) furnishing the agenda of business to members along with notice of a meeting; (e) maintaining a page-numbered minutes book recording the proceedings of Committee and General Body meetings; (f) preparing the Annual Report, with the Committee's approval, for presentation at the Annual General Meeting; (g) maintaining the register of members and the register of

defaulters; (h) engaging, with the Committee's sanction, and fining, suspending or (with the Committee's permission) dismissing, Club staff; (i) attending to and replying to correspondence concerning the Club; (j) representing the Club in all matters delegated by the Committee; (k) taking charge of the Club premises; and (l) giving effect to the directions and decisions of the Committee.

17.5. Joint Secretary: The Joint Secretary shall assist the Secretary and shall discharge the Secretary's functions in the Secretary's absence.

17.6. Treasurer: The Treasurer's duties shall include: (a) keeping regular accounts of receipts and disbursements and submitting a monthly abstract of the Club's financial position to the Managing Committee; (b) submitting, at the end of each year, a complete statement of accounts duly audited, for the Committee's approval and annexure to the Annual Report; (c) maintaining an inventory of all furniture, articles, apparatus and other property of the Club; (d) giving effect to the directions and decisions of the General Body and the Committee; and (e) submitting a quarterly receipts-and-payments account to the Managing Committee.

18. Elections

18.1. **Elections of the Managing Committee** shall be conducted by secret ballot or by such other mode as may be decided by the Returning Officer appointed from time to time.

18.2. The term of the Managing Committee so elected shall be **two years from the date of its election**.

18.2. The Managing Committee shall nominate one Returning Officer from among the good standing members with a minimum of ten years of membership, and two Polling Officers from among good standing members with a minimum of five years of membership, to conduct the election. Neither the Returning Officer nor the Polling Officers shall be a member of the outgoing Managing Committee, a candidate at the election.

18.3. The Returning Officer shall issue an election notification not less than fifteen days prior to the date of the Annual General Meeting, specifying: the date of election; the date of publication of the voters' list; the date for receipt of objections, if any; the final date of publication of the voters' list; the date of issuance of nomination forms; the date of scrutiny of

nominations; the date of withdrawal of nominations; the final list of candidates; and the date of publication of the results.

18.4. No member shall be entitled to vote by proxy.

18.5. The voters' list shall be published fifteen days before the date of election, and the name of every member in the list shall correspond to the name furnished in the member's application for membership. Objections to the published list shall be submitted to the Returning Officer within the time prescribed in the election notification, and the Returning Officer's decision on such objections shall be final so far as the conduct of the election is concerned.

18.6. Every nomination shall be proposed and seconded by one good standing member each, whose name appears in the final voters' list. Neither the candidate, the proposer, nor the seconder shall have any dues outstanding in their name. A member may propose or second up to six candidates for the Managing Committee.

18.7. A candidate for the Managing Committee shall remit the election fee fixed by the Managing Committee from time to time at the Club office, and shall append a photocopy of the receipt to the nomination paper; no nomination paper shall be entertained without such photocopy. The original receipt shall be produced for verification by the Returning Officer at the time of scrutiny, if required or disputed.

18.8. A candidate may withdraw their nomination in writing by submitting the withdrawal to the Returning Officer on or before the prescribed date. The ballot paper shall not bear any number, mark, or signature other than the signature of the Returning Officer.

18.9. At the time of voting, every member shall produce a valid Club identity card or other acceptable photo identification. A candidate securing a majority of the votes cast shall be declared elected.

18.10. A candidate for election to the Managing Committee shall have completed at least five (5) years of Good Standing Membership.

18.11. Twenty-five (25) members shall be elected to the Managing Committee through the general election. Thereafter, from among the elected members, the Governing Board, consisting of one President, one Vice-President, one Secretary, one Joint Secretary and one Treasurer, shall be elected by the Managing Committee.

18.12. Institutional Members, Associate Members and Honorary Members shall not be entitled to vote or contest any election. Only Life Members, Residuary Members and Life Member Nominees who are Good Standing Members as defined under Clause 2.9 shall be entitled to participate in elections and cast their votes.

19. Meetings of the General Body

19.1. The Annual General Body Meeting of the Club shall be held on or before 30th June of each year. Not less than fifteen (15) days 'notice of the meeting shall be given to all members. The business to be transacted at the Annual General Body Meeting shall include: (a) receiving and adopting the minutes of the previous Annual General Body Meeting; (b) receiving and adopting the Annual Report and audited statement of accounts for the financial year just ended; (c) appointing the auditor for the ensuing year and fixing the remuneration, if any; and (d) considering and, if thought fit, deciding upon any resolution duly submitted to the meeting. Any resolution proposed by a member for consideration at the Annual General Body Meeting shall reach the Secretary at least ten (10) days before the original date fixed for the meeting.

19.2. The Managing Committee may, whenever it considers necessary, call an Extraordinary General Body Meeting. The Managing Committee shall also be bound to convene such a meeting upon receipt by the Secretary, with a copy to the President, of a written requisition signed by not less than hundred (100) good standing members, specifying the object for which the meeting is sought to be convened. Such meeting shall be convened within sixty (60) days from the date of receipt of the requisition, and not less than fifteen (15) days 'notice shall be given to every member. No business other than the business specified in the requisition shall be transacted at such meeting.

20. Quorum for General Meetings

The quorum for all General Body Meetings shall be one hundred (100) good standing members. If a quorum is not present within Sixty (60) minutes of the appointed time: (a) where the meeting has been convened upon the requisition of members, the meeting shall stand dissolved; and (b) in any other case, the meeting shall stand adjourned to the same day and time in the following week, at the same place. If a quorum is still not present at the adjourned meeting, the members present and eligible to vote shall constitute the quorum and may transact the business for which the meeting was called.

21. Voting

21.1. Save as otherwise expressly provided in these Rules (which require a secret ballot or a specified majority), all questions before a General Body meeting shall be decided by a simple majority of members present and voting, on a show of hands unless a secret ballot is demanded by not less than ten members present.

21.2. No member shall be entitled to vote by proxy.

21.3. Only a Life Member, Residuary Member, or Life Member Nominee of the Club who is in good standing, is not facing any disciplinary proceedings, and has no outstanding dues payable to the Club shall be eligible and entitled to vote in any election or at any General Body Meeting or committee meeting where a decision is to be taken. No other category of member shall be eligible or entitled to cast a vote in any meeting, election, or decision-making process of the Club.

22. Resolution by Circulation

In case of emergency, the President may direct the Secretary to circulate a proposal to all members of the Managing Committee for their written consent or dissent. Members shall be given **seven (7) days from the date of despatch** of the proposal to communicate their consent or dissent. If no dissent is received within the stipulated period, the proposal shall be deemed to have been approved, provided that **at least one member of the Managing Committee, other than the President and the Secretary, has given written consent**. Every decision taken by circulation shall be communicated in writing to all members of the Managing Committee and shall be placed before the next meeting of the Managing Committee for ratification.

23. Finance, Funds and Accounts

23.1. The income and property of the Club shall be applied solely towards the promotion of its objects, as provided in Clause 6 of the Memorandum of Association.

23.2. The Club shall maintain proper books of account reflecting a true and fair view of its income, expenditure, assets and liabilities.

23.3. The accounts of the Club shall be audited annually by an auditor (or firm of auditors) appointed by the General Body at the Annual General Meeting, who shall not be a member of the Managing Committee or a close relative of any office bearer.

23.4. The audited annual accounts, together with the auditor's report, shall be circulated to good standing members, or made available for inspection at the Club office, not less than seven days before the Annual General Meeting at which they are to be adopted.

23.5. Any member desirous of taking part in games, fellowship, foundation or other activities of the Club shall pay, in addition to the annual or monthly subscription, such fees for the activity as may be fixed by the Committee from time to time, and shall be bound by the rules made by the Committee for that activity.

24. Borrowing Powers

The Managing Committee shall have the power to raise loans, with or without interest, from members of the Club for the improvement, development and other needs of the Club. The Managing Committee shall also have the power to raise loans from banks or other financial institutions up to a limit of **Rs. 25,00,000/- (Rupees Twenty-Five Lakh only)**. Any loan exceeding **Rs. 25,00,000/- (Rupees Twenty-Five Lakh only)** from any bank or financial institution shall require the prior approval of the General Body.

25. Bank Accounts

The Club shall open and maintain one or more bank accounts with a Nationalised Bank, Scheduled Bank or Co-operative Bank, as may be decided by the Managing Committee from time to time. Such accounts shall be operated jointly by any two of the following office-bearers: the President, Secretary and Treasurer.

26. Common Seal

The Managing Committee shall provide a common seal for the Club, which shall be kept in safe custody as may be determined by the Managing Committee from time to time. The common seal shall be affixed only pursuant to a resolution of the Managing Committee and in the presence of at least two of the following office-bearers: the President, Secretary and Treasurer.

27. Amendments

27.1. Any amendment to these Rules and Regulations or to the Memorandum of Association may be effected at an Annual General Meeting or an Extraordinary General Meeting convened for the purpose, by a decision of not less than two-thirds of the good standing members present thereat and eligible to vote, upon not less than fifteen days' notice specifying the proposed amendment.

27.2. Provided that, in the case of any alteration, extension or abridgement of the objects of the Club, or its amalgamation with another club, or a change in the name of the Club, the provisions of the Travancore-Cochin Literary, Scientific and Charitable Societies Act, 1955 (and any successor legislation) shall be complied with, including any requisite prior sanction.

28. Dissolution

The Club shall not be dissolved except by a resolution passed by a majority of not less than **three-fourths (3/4th) of the good standing members**, at a General Body Meeting specifically convened for that purpose. Upon the winding up or dissolution of the Club, if any property or assets remain after satisfaction of all its debts and liabilities, such property or assets shall not be distributed among the members of the Club, but shall be transferred or given to another institution having objects similar to those of the Club, as may be determined by a resolution passed by a majority of the good standing members present.

29. Savings and Residuary Powers

29.1. The Managing Committee shall have the power to frame, amend, rescind or add to rules for the day-to-day functioning and administration of the Club by a two-thirds majority of the members present and voting, provided that no such rule shall be inconsistent with the Memorandum of Association or these Rules and Regulations.

29.2. Nothing contained in these Rules and Regulations shall prevent the Managing Committee from taking such actions or doing such things as may be necessary or expedient for the proper conduct and management of the affairs of the Club, provided that such actions are consistent with the Memorandum of Association and these Rules and Regulations.

SCHEDULE A

First Managing Committee of The Attingal Club (as at registration)

[illegible]

[illegible]

Certification

Certified to be the true and consolidated copy of the Rules and Regulations of THE
ATTINGAL CLUB, adopted by the General Body at its meeting held on

_____.

Sl. No.	Name	Designation	Signature
1	Mr. K. S. Radhakrishnan	President	

