

ಕರ್ನಾಟಕ ಸರ್ಕಾರ



ಸಹಕಾರ ಇಲಾಖೆ

ಸಹಕಾರ ಸಂಘಗಳ ಉಪನಿಬಂಧಕರು ಹಾಗೂ
ಜಿಲ್ಲಾ ಸಂಘಗಳ ನೋಂದಣಾಧಿಕಾರಿಗಳು
ದಕ್ಷಿಣ ಕನ್ನಡ ಜಿಲ್ಲೆ

ನೋಂದಣಿ ಪ್ರಮಾಣ ಪತ್ರ

ದಿನಾಂಕ: 04/06/2026

ನೋಂದಣಿ ಸಂಖ್ಯೆ :DRDK/SOR/23/2026-2027.

ಕರ್ನಾಟಕ ಸಂಘಗಳ ನೋಂದಣಿ ಕಾಯ್ದೆ 1960 (1960 ನೆಯ ಇಸವಿ 17 ನೇ ಕ್ರಮಾಂಕದ ಕರ್ನಾಟಕ
ಆಧಿನಿಯಮ) ಮೇರೆಗೆ ಈ ಕೆಳಕಂಡ ಹೆಸರಿನ

THE CATHOLIC CLUB. No.16-7-436/437,"VIJAY" VASLANE - 3rd CROSS,
MANGALURU TALUK MANGALORE - 575002, DAKSHINA KANNADA

ಸಂಘವನ್ನು ನೋಂದಾಯಿಸಲಾಗಿದೆ ಎಂದು ಈ ಮೂಲಕ ಪ್ರಮಾಣೀಕರಿಸುತ್ತೇನೆ.

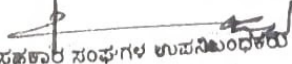
ನೋಂದಣಿ ಶುಲ್ಕ ರೂಪಾಯಿ (ಅಂಕಿಗಳಲ್ಲಿ) 500.00/-

(ಅಕ್ಷರಗಳಲ್ಲಿ, ಐದು ನೂರು ರೂಪಾಯಿಗಳು ಮಾತ್ರ) ಗಳನ್ನು ಪಾವತಿಸಲಾಗಿದೆ.

04/06/2026 ದಿನಾಂಕದಂದು ನನ್ನ ಸಹಿ ಮತ್ತು ಮುದ್ರೆಯೊಂದಿಗೆ ನೀಡಲ್ಪಟ್ಟಿದೆ.

Class of Society :GENERAL




ಸಹಕಾರ ಸಂಘಗಳ ಉಪನಿಬಂಧಕರು
ದ.ಕ. ಜಿಲ್ಲೆ, ಮಂಗಳೂರು





THE CATHOLIC CLUB

No. 16-7-436/437, “VIJAY”, 3rd Cross, Vaslane, Mangalore – 575 002

Email: mangalorecatholicclub@gmail.com

MEMORANDUM OF ASSOCIATION & BYLAWS

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MEMORANDUM OF ASSOCIATION THE CATHOLIC CLUB

1. Name of the Association

The name of the Association shall be THE CATHOLIC CLUB.

2. Address of the Association

The registered address of the Association is as follows:

Field	Details
Door No.	16-7-436/437, “VIJAY”
Village / Ward	Vaslane – 3rd Cross
Post	Mangalore – 575 002
Taluk	Mangalore
District	Dakshina Kannada
Pin Code	575 002
Email	mangalorecatholicclub@gmail.com

3. Area of Operation

The Society shall carry on its activities primarily within the limits of the Mangaluru City Corporation and may, by duly approved amendments to these Rules, extend its activities beyond those limits where the furtherance of its objects so requires.

4. Objectives of the Association

The objects for which the Society is established are:

- (a) To establish and maintain a club primarily for the Catholic community of Mangaluru and, subject to the Rules and Regulations, to admit a limited number of non-Catholics as members, for promoting fellowship and for encouraging social, cultural, recreational and sporting activities.
- (b) To provide, maintain, improve, develop and manage club premises, buildings, halls, rooms, sports areas and other facilities for the use and benefit of members.

- (c) To provide refreshments, food, beverages and other permitted services to members and their authorised guests, subject to applicable law and licence conditions.
- (d) To promote indoor and outdoor games, sports, cultural programmes, gatherings, meetings and other activities consistent with the objects of the Society.
- (e) To provide, maintain and manage facilities for meetings, conferences, social functions and temporary accommodation, subject to the Rules and Regulations and applicable law.
- (f) To acquire by purchase, lease, licence, exchange, gift or otherwise, and to hold, develop, maintain, mortgage, sell, transfer or otherwise deal with movable and immovable property for the purposes of the Society.
- (g) To raise or receive funds by way of entrance fees, subscriptions, donations, contributions, grants and lawful receipts for the furtherance of the objects of the Society.
- (h) To do all such lawful acts, deeds and things as are incidental or conducive to the attainment of the above objects.

5. Application of Income and Property

The income and property of the Society, however derived, shall be applied solely towards the promotion of the objects of the Society as set forth in this Memorandum. No portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, profit or otherwise, to any member of the Society. Nothing contained herein shall prevent the reimbursement of reasonable out-of-pocket expenses lawfully incurred on behalf of the Society.

RULES AND REGULATIONS

THE CATHOLIC CLUB

1. Name, Registered Office and Area of Operation

The name, registered office and area of operation of the Club shall be as set out in the Memorandum of Association. In the event of any inconsistency between these Rules and the Memorandum of Association in relation to any of the aforesaid matters, the Memorandum of Association shall prevail.

2. Definitions

In these Rules, unless the context otherwise requires:

- (a) Act means the Karnataka Societies Registration Act, 1960, and the Rules made thereunder, as amended from time to time.
- (b) Club means THE CATHOLIC CLUB.
- (c) Financial Year means the period commencing on 1 April and ending on 31 March.
- (d) General Body means the body consisting of all members entitled to vote at a General Meeting of the Club.
- (e) Managing Committee or Committee means the governing body entrusted with the management of the affairs of the Club in accordance with these Rules.
- (f) Member means a person whose name is entered in the Register of Members of the Club in accordance with these Rules.
- (g) Office Bearers means the Honorary President, Honorary Vice-President, Honorary Secretary, Honorary Joint Secretary and Honorary Treasurer of the Club.
- (h) Member in good standing means a member whose name continues on the Register of Members, who is not under suspension or other subsisting disciplinary disability, and who is not in arrears of subscription or other dues.
- (i) Catholic means a person who professes the Catholic faith and who may, for the purposes of admission, candidature, co-option, or office eligibility under these Rules, be required to furnish such declaration or reasonable proof as the Managing Committee may prescribe.
- (j) Non-Catholic means a person who is not a Catholic.

3. Transitional Provisions

3.1 Transitional Governance

- (a) Until the first Managing Committee is elected in accordance with these Rules, the affairs of the Club shall be managed by the first Governing Body named at the time of registration.
- (b) The first Governing Body shall exercise all powers necessary for the administration of the Club, admission of members, maintenance of accounts, compliance with statutory requirements, and conduct of the first election, subject to the Memorandum of Association and these Rules.
- (c) The first Annual General Meeting of the Club shall be convened within eighteen (18) months from the date of registration, and at that meeting the first Managing Committee shall be elected.
- (d) Upon election of the first Managing Committee, the term of the first Governing Body shall come to an end, and charge shall be handed over forthwith.
- (e) Any vacancy arising in the first Governing Body before the first Annual General Meeting may be filled by the remaining members of that body.

3.2 Transitional Flexibility in Membership Intake

- (a) For a period of five (5) years from the date of registration of the Club, the first Governing Body and, thereafter, the Managing Committee may, having regard to the stage of development of the Club, availability of facilities, financial capacity, and administrative convenience, regulate the number of members to be admitted in any year and the manner and timing of such admissions.
- (b) In exercise of the above power, the first Governing Body or, as the case may be, the Managing Committee may, by resolution recorded in writing, determine the intake for any year, the schedule of interviews and balloting, the sequence in which applications on the waiting list are to be considered, and such administrative procedures as may be necessary for the orderly admission of members.
- (c) Nothing in this Rule shall empower the first Managing Committee to alter the classes of membership, waive the essential eligibility conditions prescribed by these Rules, confer voting rights contrary to these Rules, or grant exemptions from fees or dues except as expressly provided in these Rules.

- (d) Every decision taken under this Rule shall be placed before the next General Body Meeting for information.
- (e) Upon expiry of the said period of five (5) years, admissions shall thereafter be governed strictly by the ordinary provisions of these Rules unless the Rules are amended by the General Body.
- (f) The power under this Rule shall be exercised uniformly and shall not be used to favour or prejudice any individual applicant or class of applicants except to the extent expressly permitted by these Rules.

4. Membership

4.1 Membership of the Club

Membership of the Club shall primarily consist of Catholics, being natural persons, who are admitted in accordance with these Rules and whose names are entered in the Register of Members of the Club. Non-Catholics may also be admitted as members in accordance with these Rules, provided that their total number shall not at any time exceed ten per cent (10%) of the total number of members on the Register of Members.

4.2 Effect of Admission

No person shall become a member of the Club merely by submitting an application or paying any entrance fee, subscription or other amount. Membership shall take effect only upon approval in accordance with these Rules and entry of the person's name in the Register of Members.

4.3 Register of Members

The Club shall maintain a Register of Members containing the name, address, occupation, date of admission, category of membership, whether the member is recorded as a Catholic or a non-Catholic for the purposes of these Rules, and such other particulars as the Managing Committee may prescribe.

4.4 Classes of Members and Associate Categories

The classes of members of the Club shall be as set out in Rule 5. The associate and other non-member privilege categories of the Club shall be as set out in Rule 6.

4.5 Transitional Flexibility

Membership intake during the first five (5) years from registration shall be governed by Rule 3.2.

5. Classes of Members and Admission to Membership

5.1 Classes of Members

The classes of members of the Club shall be:

- (a) Founder Members;
- (b) Permanent Members;
- (c) Life Members; and
- (d) Super Senior Members.

5.2 Founder Members

- (a) Founder Members shall be those persons whose names are set out in Schedule I appended to this Memorandum. The list of Founder Members shall stand final as on the date of registration of the Club, and no addition to or deletion from such list shall be permitted thereafter.
- (b) Founder Membership shall be a closed category.
- (c) Founder Members shall be exempt from payment of the entrance fee.
- (d) Subject to these Rules, Founder Members shall enjoy all rights and privileges of Permanent Members and shall be subject to the same obligations, discipline and liabilities.
- (e) Founder Membership shall not be transferable or heritable and shall cease upon death or resignation.

5.3 Permanent Members

5.3.1 Eligibility

- (a) Permanent Membership shall be open to persons who have attained the age of eighteen (18) years and who are ordinarily resident within the limits of the Mangaluru City Corporation.
- (b) The Managing Committee may also consider for Permanent Membership a person who is not ordinarily resident within the limits of the Mangaluru City Corporation but has clear familial or ancestral roots in Mangaluru, subject to these Rules and to availability within the prescribed intake.
- (c) Membership of the Club shall primarily consist of Catholics. Admission of non-Catholics to Permanent Membership shall be subject to the cap and other provisions set out in these Rules.

5.3.2 Membership Cap and Annual Intake

- (a) The total number of Permanent Members shall not exceed one thousand (1,000), unless otherwise decided by the General Body on the recommendation of the Managing Committee.
- (b) Subject to these Rules and to Rule 3.2, not more than one hundred (100) persons shall ordinarily be admitted as Permanent Members in any financial year.
- (c) The annual intake of Permanent Members shall ordinarily be allocated as follows: (i) General Category — 75; (ii) Children of eligible members applying for Permanent Membership — 25.
- (d) If, in any financial year, sufficient eligible applicants are not available in either category, the unfilled vacancies may be carried forward or reallocated by the Managing Committee in accordance with these Rules.
- (e) The total number of non-Catholic members on the Register of Members shall not at any time exceed ten per cent (10%) of the total number of members on the Register of Members, and no application shall be approved if such approval would result in the said cap being exceeded.

5.3.3 Application and Preliminary Scrutiny

- (a) Every application for Permanent Membership shall be made in the prescribed form, shall be accompanied by the prescribed entrance fee, and shall state whether the applicant is a Catholic or a non-Catholic.
- (b) Each applicant shall be proposed by one member and seconded by two members.
- (c) Save as provided in clause (d) below, every proposer and seconder shall have completed not less than five (5) years of membership and shall be in good standing.
- (d) During the first five (5) years from the date of registration of the Club, the first Governing Body or, thereafter, the Managing Committee may, under Rule 3.2, prescribe modified standing requirements for proposers and seconders in order to facilitate orderly admission of members during the formative period of the Club.
- (e) The applicant may be required to appear before the Managing Committee for interaction or an interview.
- (f) If the Managing Committee is satisfied that the applicant is prima facie eligible, the application shall be entered in the waiting list and processed further in accordance with these Rules.

- (g) The applicant shall furnish such declaration or reasonable material as the Managing Committee may prescribe for determining whether the applicant is to be recorded as a Catholic or a non-Catholic under these Rules.

5.3.4 Waiting List and Notice

- (a) All applications for Permanent Membership shall be maintained in a waiting list in chronological order.
- (b) The name, address and occupation of the applicant, together with the names of the proposer and seconders, shall be displayed on the Club notice board for a period of four (4) continuous weeks before the ballot.
- (c) Payment of the entrance fee and inclusion in the waiting list shall not confer any right to membership.

5.3.5 Ballot and Admission to Permanent Membership

- (a) Admission to Permanent Membership shall be by ballot in the manner prescribed by the Managing Committee, consistent with these Rules.
- (b) Ballot papers shall be issued only within the Club premises and shall not be removed therefrom.
- (c) For every dissenting vote, three assenting votes shall stand cancelled.
- (d) A candidate shall not be declared elected unless the candidate secures at least four valid assenting votes after reckoning cancellations under the preceding clause.
- (e) The result of the ballot shall be placed before the Managing Committee, and membership shall take effect only upon formal confirmation and entry in the Register of Members.

5.3.6 Children of Members Applying for Permanent Membership

- (a) A son or daughter of a Founder Member, Permanent Member or Life Member who has completed at least five (5) years of standing may apply for Permanent Membership on attaining the age of twenty-five (25) years, provided the parent's membership is subsisting on the date of application.
- (b) For the purposes of this Rule, "child" means a biological or legally adopted child.
- (c) Applications under this Rule shall be considered within the quota reserved for such category under these Rules.
- (d) No applicant under this Rule shall be exempt from ballot unless these Rules expressly provide otherwise.

5.3.7 Unsuccessful Candidates

A candidate who is unsuccessful in the ballot may be proposed again on not more than two further occasions, provided that there shall be a minimum gap of two (2) years between one application and the next.

5.4 Life Members

- (a) A Founder Member or Permanent Member shall become a Life Member on attaining the age of sixty (60) years and completing five (5) years of continuous membership in good standing.
- (b) A Life Member shall be exempt from periodic subscription, but shall remain liable for all charges for services, food, beverages, accommodation, events and specific facilities actually used.
- (c) Subject to these Rules, a Life Member shall enjoy all rights and privileges of a Permanent Member and shall be subject to the same obligations, discipline and liabilities; provided that eligibility for election to the Managing Committee, co-option to a casual vacancy thereon, and eligibility to hold any office of the Club shall be governed by Rule 9.2(e).

5.5 Super Senior Members

5.5.1 Eligibility

- (a) Super Senior Membership may be granted only during the first five (5) years from the date of registration of the Club.
- (b) A person shall be eligible for Super Senior Membership only if such person: (i) is a Catholic; (ii) has attained the age of seventy-five (75) years; and (iii) satisfies such other basic eligibility conditions as may be prescribed by these Rules or by the Managing Committee consistently therewith.
- (c) No application for Super Senior Membership shall be entertained after the expiry of the said period of five (5) years, unless these Rules are amended by the General Body.

5.5.2 Rights and Obligations

- (a) A Super Senior Member shall pay the prescribed entrance fee.
- (b) A Super Senior Member shall be exempt from periodic subscription, but shall remain liable for all charges for facilities, food, beverages, accommodation, events and other services actually used.

- (c) Subject to these Rules, a Super Senior Member shall enjoy all rights and privileges of a Permanent Member and shall be subject to the same obligations, discipline and liabilities.

5.5.3 Nomination of One Child

- (a) A Super Senior Member may, during his or her lifetime, nominate in writing one biological or legally adopted child.
- (b) Such nomination shall be registered with the Club during the lifetime of the Super Senior Member.
- (c) Upon the death of the Super Senior Member, the nominated child shall, if he or she applies within twelve (12) months from the date of death of the Super Senior Member, be admitted as a Permanent Member without ballot and without payment of entrance fee, provided that the nominee is a Catholic and is not otherwise disqualified under these Rules. A nominee who does not satisfy the definition of “Catholic” under Rule 2(i) may apply for Permanent Membership in the ordinary course, subject to these Rules, including the limit on non-Catholic membership.
- (d) The nominee so admitted shall be liable to pay the applicable subscription and other dues from the date of admission.
- (e) A Super Senior Member may change the nomination at any time during his or her lifetime by notice in writing to the Club, and only the last nomination duly registered with the Club shall be valid.

6. Associate Categories and Non-Member Privileges

6.1 Nature of Associate Status

- (a) Persons admitted under this Rule shall not be members of the Club and shall not be entered in the Register of Members.
- (b) The Club shall maintain a separate Register of Associates containing the name, address, category, date of admission and such other particulars as the Managing Committee may prescribe.
- (c) Unless otherwise expressly provided in these Rules, an Associate shall not be entitled to vote, propose or second candidates, contest elections, hold office, or participate in the governance of the Club.
- (d) Every Associate shall be subject to these Rules and to the rules framed by the Managing Committee in relation to use of facilities, conduct, discipline, charges and privileges.
- (e) Associate status shall not confer any right to membership.

- (f) The categories under this Rule apply only to persons who are not admitted as members of the Club.

6.2 Surviving Spouse Associates

- (a) Upon the death of a member of the Club, the surviving spouse may, within twelve (12) months from the date of death, apply to the Managing Committee for admission as a Surviving Spouse Associate.
- (b) If such an application is approved, the surviving spouse may use the facilities of the Club in accordance with these Rules and the rules framed by the Managing Committee.
- (c) No entrance fee shall be payable for admission as a Surviving Spouse Associate, but such Associate shall be liable to pay such subscription and other charges as may be prescribed by the Managing Committee.

6.3 Honorary Associates

- (a) The Managing Committee may confer Honorary Associate status on distinguished persons whose association with the Club is considered beneficial or appropriate.
- (b) Honorary Associate status may ordinarily be conferred on individuals residing within Mangaluru Taluk who hold, or have held, distinguished positions in public life, government service, public sector undertakings, the Church, education, sports, culture, or such other fields as the Managing Committee may consider appropriate.
- (c) The total number of Honorary Associates shall not exceed fifteen (15) at any time, unless the Managing Committee, for special reasons to be recorded in writing, otherwise resolves.
- (d) An Honorary Associate may, subject to these Rules and such conditions as may be prescribed by the Managing Committee, use the facilities of the Club and attend such functions or activities as may be permitted.
- (e) Honorary Associate status shall be exempt from entrance fee and subscription, but all charges for facilities, food, beverages, accommodation, events and other services actually used shall be payable.
- (f) Honorary Associate status may be conferred for such period, and on such terms, as the Managing Committee may determine, and may be withdrawn at any time by the Managing Committee.

6.4 Senior Dependent Associates

- (a) A son or daughter of a Founder Member, Permanent Member or Life Member who has completed not less than ten (10) years of standing, and

who has applied for Permanent Membership and is on the waiting list, may be admitted as a Senior Dependent Associate.

- (b) A Senior Dependent Associate may use the facilities of the Club until his or her application for Permanent Membership is considered, subject to these Rules and the rules framed by the Managing Committee.
- (c) A Senior Dependent Associate shall pay such subscription and charges as may be prescribed by the Managing Committee.
- (d) A Senior Dependent Associate shall not be entitled to introduce guests.
- (e) The spouse of a Senior Dependent Associate may, subject to the same restrictions, be permitted to use the facilities of the Club, provided such spouse has not earlier been refused Permanent Membership.
- (f) The status of Senior Dependent Associate shall automatically cease upon admission to Permanent Membership, rejection of the application for Permanent Membership, withdrawal of the application, or upon the occurrence of such other event as may be prescribed by the Managing Committee consistently with these Rules.

7. Entrance Fee, Subscription and Other Dues

7.1 Entrance Fee

- (a) Every person applying for membership of the Club shall pay the prescribed entrance fee in advance, except where such fee is expressly exempted under these Rules.
- (b) The amount of the entrance fee for each category of membership shall be such as may be prescribed by the Managing Committee from time to time.
- (c) Payment of the entrance fee shall not by itself confer any right to membership.
- (d) If an applicant is not admitted to membership, the entrance fee paid by such applicant shall be refunded in full, together with any amount collected by way of applicable tax.

7.2 Subscription and Other Charges

- (a) Every member shall pay such monthly, quarterly, annual or other periodic subscription as may be prescribed by the Managing Committee for the relevant category of membership, except where exemption is expressly provided under these Rules.

- (b) In addition to subscription, members shall pay such charges as may be prescribed for use of facilities, food, beverages, accommodation, events, guest admission and other services.
- (c) The Managing Committee may prescribe different rates of subscription and charges for different classes of membership and for different facilities or services.
- (d) All subscriptions, charges and other dues shall be payable within such time as may be prescribed by the Managing Committee.

7.3 Taxes

All entrance fees, subscriptions, charges and other dues shall be subject to applicable taxes, levies and statutory imposts, if any, in accordance with law.

7.4 Refunds

- (a) Except as expressly provided in these Rules, no entrance fee, subscription, charge or other amount paid to the Club shall be refundable.
- (b) Entrance fees paid by unsuccessful applicants shall be refunded in accordance with Rule 7.1(d).
- (c) Security deposits, if any, shall be refundable only if and to the extent they are unencumbered and are refundable under the terms on which they were received.

7.5 Revision and Administration of Fees and Charges

- (a) The Managing Committee shall have power to prescribe, revise, collect and regulate entrance fees, subscriptions, charges, deposits and other financial dues payable to the Club.
- (b) The Managing Committee may frame administrative rules not inconsistent with these Rules for the billing, collection, due dates, reminders, suspension of credit facilities, mode of payment and other matters connected with the financial administration of the Club.
- (c) Any rules framed by the Managing Committee under this Rule shall remain in force unless modified, rescinded or set aside by the General Body.

7.6 Default in Payment of Dues

- (a) Any member whose subscription or other dues remain unpaid for a period exceeding three (3) months from the date on which the same became payable shall be treated as being in arrears.
- (b) A member in arrears shall, so long as such arrears continue, not be entitled to vote or to be counted for voting purposes, in accordance with the Act.

- (c) If the arrears are not cleared within thirty (30) days after written notice from the Club, the Managing Committee may suspend such credit or facility privileges as it may deem appropriate.
- (d) If the arrears continue for a further period of thirty (30) days after the expiry of the notice period referred to in clause (c), the Managing Committee may place the matter for cessation of membership under Rule 8.

8. Cessation of Membership

8.1 Grounds for Cessation

A person shall cease to be a member of the Club upon the occurrence of any of the following events:

- (a) Resignation accepted by the Managing Committee;
- (b) death;
- (c) expulsion in accordance with these Rules;
- (d) being adjudicated insolvent by a competent court;
- (e) being declared to be of unsound mind by a competent court;
- (f) conviction for an offence involving moral turpitude or for an offence punishable with imprisonment for a term exceeding six (6) months;
- (g) default in payment of subscription, charges or other dues in accordance with Rule 7.6;
- (h) ceasing to satisfy any continuing eligibility condition expressly required by these Rules for retention of the category of membership concerned.

8.2 Resignation

- (a) A member wishing to resign shall give written notice of resignation to the Honorary Secretary.
- (b) Resignation shall take effect only upon acceptance by the Managing Committee, provided that all dues payable by the member to the Club have first been settled.
- (c) Before placing the resignation for acceptance, the Club shall verify the member's dues position and may issue a no-dues confirmation where appropriate.

8.3 Effect of Cessation

- (a) Upon cessation of membership, the person concerned shall forfeit all rights, privileges and entitlements as a member of the Club.

- (b) Cessation of membership shall not relieve the person concerned, or the estate of a deceased member, where applicable, from liability for any subscription, charges, dues or other obligations lawfully incurred before such cessation.
- (c) No person whose membership has ceased shall have any claim against the Club for refund of entrance fee, subscription or other sums paid, except where these Rules expressly provide otherwise.

8.4 Record of Cessation

Every cessation of membership shall be placed on record by the Managing Committee, and the Register of Members shall be suitably updated.

9. Managing Committee

9.1 Composition

- (a) The Managing Committee shall consist of seven (7) members elected at the Annual General Meeting from among members who are eligible to hold office under these Rules.
- (b) Founder Members, Permanent Members, Life Members and Super Senior Members shall be eligible to hold office, subject to these Rules, provided that such member is a Catholic.

9.2 Eligibility for Membership of the Managing Committee

- (a) No person shall be eligible for election to the Managing Committee unless that person is a member whose name continues on the Register of Members, who is not under suspension or other subsisting disciplinary disability, and who is not in arrears of subscription or other dues.
- (b) Save as provided in clause (c), every candidate for election to the Managing Committee shall have completed not less than five (5) years of membership in the Club as on the last date fixed for filing nominations.
- (c) For the first three (3) elections after registration of the Club, the first Governing Body or, thereafter, the Managing Committee may, having regard to the formative stage of the Club, prescribe a reduced minimum period of membership for eligibility to contest, by resolution recorded in writing.
- (d) No person disqualified under these Rules or by reason of proved misconduct, removal from office, or other incapacity recognised by law shall be eligible to contest.

- (e) Only a member who is a Catholic shall be eligible to file a nomination for election to the Managing Committee, to be elected thereto, to be co-opted to fill a casual vacancy thereon, or to hold any office of the Club. The requirements of good standing and minimum period of membership set out in clauses (a) and (b) above shall apply to all such persons. This condition of Catholic faith shall not be subject to modification, waiver or relaxation under clause (c) of this Rule or under Rule 3.2, and may be modified only by an amendment of these Rules by the General Body in accordance with Rule 15.5.

9.3 Casual Vacancies

- (a) The Managing Committee may co-opt any member who is eligible under Rule 9.2 to fill a casual vacancy arising during its term by reason of resignation, death, disqualification or otherwise.
- (b) A member so co-opted shall hold office only until the next Annual General Meeting, at which the vacancy shall be filled in the ordinary course.

9.4 Term and Re-election

- (a) The term of office of an elected member of the Managing Committee shall be two (2) years.
- (b) No member shall hold office as a member of the Managing Committee for more than two (2) consecutive terms.
- (c) On completion of two (2) consecutive terms, such member shall not be eligible for re-election for one full term.

9.5 Attendance

A member of the Managing Committee who absents himself or herself from three (3) consecutive meetings of the Managing Committee without leave of absence or without reasons accepted by the Managing Committee shall cease to hold office.

9.6 Removal from the Managing Committee

- (a) If any member of the Managing Committee is guilty of misconduct in office, persistent neglect of duty, conflict of interest causing prejudice to the Club, or conduct rendering such member unfit to continue on the Managing Committee, the Managing Committee may, by a resolution passed by not less than two-thirds of its total strength, recommend removal of such member from the Managing Committee.
- (b) No such recommendation shall be made unless the member concerned has been given a written notice setting out the grounds proposed and a reasonable opportunity of being heard, whether in writing or in person.

- (c) The recommendation shall be placed before the General Body for confirmation, and upon such confirmation by the General Body, the person shall cease to hold office on the Managing Committee.
- (d) Removal from the Managing Committee under this Rule shall not by itself terminate the membership of the person concerned, unless separate action is taken in accordance with these Rules.

9.7 Immediate Past Honorary President

The Immediate Past Honorary President shall be an additional non-voting member of the Managing Committee and shall not be counted for quorum.

10. Election of the Managing Committee

The election of the Managing Committee shall be conducted at the Annual General Meeting under the supervision of a Chairperson appointed by the Managing Committee in accordance with Rule 16.2.

10.1 Nominations

- (a) Nominations for election to the Managing Committee shall be made in the prescribed form and shall reach the office of the Club at least ten (10) clear days before the date of the Annual General Meeting.
- (b) The Honorary Secretary shall, before the meeting, receive and process the nominations and display the list of nominations on the Club notice board not later than seven (7) clear days before the date of the Annual General Meeting. Any objection relating to the validity of a nomination shall be decided by the Chairperson of the Annual General Meeting, whose decision for the purposes of that meeting shall be final, subject to these Rules and to law.
- (c) A candidate may withdraw the nomination by notice in writing delivered to the Honorary Secretary not later than five (5) clear days before the date of the Annual General Meeting.

10.2 Election

- (a) If the number of valid nominations does not exceed seven (7), the Chairperson of the Annual General Meeting shall declare the candidates so nominated as duly elected.
- (b) If the number of valid nominations exceeds seven (7), the election shall be held at the Annual General Meeting by secret ballot under the supervision and control of the Chairperson of the meeting.

- (c) The Chairperson of the meeting shall have the power to regulate the ballot, decide questions relating to the validity of ballot papers, supervise the counting of votes, and declare the result.
- (d) The Honorary Secretary shall provide all necessary administrative assistance, including ballot papers, member lists, registers, staff support and counting arrangements.
- (e) In the event of a tie, the candidate having the longer total period of membership in the Club shall be declared elected, and if the tie still persists, the older candidate in age shall be declared elected.

11. Office Bearers

11.1 Office Bearers of the Club

The Office Bearers of the Club shall be:

- (a) Honorary President;
- (b) Honorary Vice-President;
- (c) Honorary Secretary;
- (d) Honorary Joint Secretary; and
- (e) Honorary Treasurer.

11.2 Appointment of Office Bearers

- (a) Immediately after the declaration of the election of the Managing Committee at the Annual General Meeting, the Chairperson of the Annual General Meeting shall convene and conduct a meeting of the newly elected members of the Managing Committee for the purpose of electing the Office Bearers from among themselves.
- (b) The election of the Office Bearers shall be conducted in the following order: (i) Honorary President; (ii) Honorary Vice-President; (iii) Honorary Secretary; (iv) Honorary Joint Secretary; (v) Honorary Treasurer.
- (c) If, for any office, only one eligible member is proposed and such member is willing to serve, that member shall be declared elected.
- (d) If more than one eligible member is proposed for any office, the appointment shall be decided by secret ballot.
- (e) The two elected members of the Managing Committee who are not chosen as Office Bearers shall continue as members of the Managing Committee without portfolio.

- (f) The election of the Office Bearers shall be conducted and supervised by the Chairperson of the Annual General Meeting that elected the Managing Committee, and the Chairperson shall count or cause to be counted the votes cast, decide any incidental question arising in the course of the election, and declare the persons elected to the respective offices.

11.3 Tie in Election of Office Bearers

If there is a tie in the election to any office, the member having the longer total period of membership in the Club shall be declared elected; if the tie still persists, the older member in age shall be declared elected.

11.4 Term of Office Bearers

The Office Bearers shall assume office with immediate effect upon their election and shall hold office concurrently with the term of the Managing Committee, unless they earlier cease to hold office in accordance with these Rules.

11.5 Casual Vacancy in Office

If any Office Bearer ceases to hold that office during the term of the Managing Committee, the Managing Committee shall elect one of its members to fill the vacancy, and the person so elected shall hold office for the remainder of the term.

12. Powers and Functions of Office Bearers

12.1 Honorary President

- (a) The Honorary President shall be the principal representative of the Club.
- (b) The Honorary President shall preside over meetings of the Managing Committee.
- (c) In the event of an equality of votes at a meeting of the Managing Committee, the Honorary President shall have a casting vote.
- (d) The Honorary President may, in consultation with not less than two-thirds of the members of the Managing Committee, require the Honorary Secretary to convene an Emergency General Body Meeting in cases of financial irregularity, administrative deadlock, or any other matter of serious urgency affecting the Club.

12.2 Honorary Vice-President

- (a) The Honorary Vice-President shall assist the Honorary President in the discharge of the functions of that office.
- (b) In the absence, inability or vacancy of the Honorary President, the Honorary Vice-President shall discharge the functions of the Honorary

President and shall preside over meetings of the Managing Committee until the President resumes office or until a new President is elected, as the case may be.

12.3 Honorary Secretary

- (a) The Honorary Secretary shall be responsible for the day-to-day administration of the Club, subject to the control of the Managing Committee.
- (b) The Honorary Secretary shall convene meetings of the General Body and of the Managing Committee in accordance with these Rules and shall record and maintain the minutes thereof.
- (c) The Honorary Secretary shall maintain the records of the Club, conduct correspondence on behalf of the Club, supervise the staff and facilities of the Club, and ensure compliance with statutory and regulatory requirements.
- (d) Subject to the authority of the Managing Committee and these Rules, the Honorary Secretary shall implement the decisions of the General Body and the Managing Committee.
- (e) All contracts, agreements and official documents on behalf of the Club shall be executed by the Honorary Secretary with such approvals and co-signatures as may be required under these Rules or by resolution of the Managing Committee.

12.4 Honorary Joint Secretary

- (a) The Honorary Joint Secretary shall assist the Honorary Secretary in the discharge of the duties of that office.
- (b) In the absence or inability of the Honorary Secretary, or where so authorised by the Managing Committee, the Honorary Joint Secretary shall discharge the functions of the Honorary Secretary.

12.5 Honorary Treasurer

- (a) The Honorary Treasurer shall oversee the financial affairs of the Club and shall ensure proper maintenance of the books of account and financial records of the Club.
- (b) The Honorary Treasurer shall supervise receipts, payments, billing, collections and financial reporting, subject to the control of the Managing Committee.

- (c) The Honorary Treasurer shall place before the Managing Committee such financial statements, accounts and reports as may be necessary for the proper financial administration of the Club.
- (d) All cheques, vouchers, payment instructions and disbursements on behalf of the Club shall be signed or authorised in the manner prescribed by these Rules and by resolutions of the Managing Committee relating to banking operations.

13. Powers and Functions of the Managing Committee

13.1 General Powers

- (a) The Managing Committee shall be responsible for the overall governance, administration and financial management of the Club, subject to the Memorandum of Association, these Rules and the decisions of the General Body.
- (b) The Managing Committee shall take all such decisions and do all such lawful acts and things as may be necessary for the proper management of the affairs, property, finances, staff, facilities and activities of the Club.
- (c) The Managing Committee shall exercise all powers of the Club not expressly reserved to the General Body under these Rules.

13.2 Meetings and Quorum

- (a) The Managing Committee shall meet at least once in every calendar month.
- (b) Notice of every meeting of the Managing Committee shall ordinarily be given by the Honorary Secretary to all members of the Managing Committee at least three (3) clear days in advance; provided that, in cases of urgency, a shorter notice may be given.
- (c) Four (4) members shall constitute the quorum for a meeting of the Managing Committee.
- (d) The Honorary President shall preside over meetings of the Managing Committee and, in the absence of the Honorary President, the Honorary Vice-President shall preside. If both are absent, the members present shall elect one among themselves to preside over that meeting.
- (e) In the event of an equality of votes, the person presiding shall have a casting vote.
- (f) Minutes of all meetings of the Managing Committee shall be recorded and maintained in a proper minute book or other permanent record.

13.3 Financial Powers

- (a) The Managing Committee shall prepare and approve budgets, supervise receipts and expenditure, and oversee the financial administration of the Club.
- (b) The Managing Committee may approve expenditure, investments and financial commitments for the purposes of the Club, subject to these Rules.
- (c) The Managing Committee shall not incur capital expenditure exceeding Rupees Seventy-Five Lakhs (₹75,00,000) in any financial year without prior approval of the General Body in a General Meeting, unless such expenditure forms part of a development plan already approved by the General Body.

13.4 Borrowing Powers

- (a) Subject to these Rules and to any resolution of the General Body, the Managing Committee may borrow money for the purposes of the Club from banks, financial institutions, founders, members or other lawful sources.
- (b) Except as provided in Rule 13.4A, the Managing Committee may approve borrowings, loans, temporary advances, overdrafts or similar facilities up to an aggregate limit of Rupees One Crore (₹1,00,00,000).
- (c) No borrowing exceeding Rupees Ten Lakhs (₹10,00,000), and no overdraft or similar short-term facility exceeding Rupees Five Lakhs (₹5,00,000), shall be undertaken except with the approval of not less than five (5) members of the Managing Committee.
- (d) Except as provided in Rule 13.4A, any borrowing exceeding the limit specified in clause (b), or involving the creation of any mortgage, charge, lien or other encumbrance over the immovable property or substantial assets of the Club, shall require prior approval of the General Body at an Extraordinary General Meeting convened for that purpose, by a resolution passed by not less than two-thirds of the members present and voting.
- (e) The notice convening such Extraordinary General Meeting shall, as far as practicable, disclose the proposed amount, purpose, lender, security, repayment plan and the office bearers proposed to be authorised to execute the necessary documents.
- (f) Where any founder, member or other person advances money to the Club by way of loan or repayable advance, the terms relating to amount, purpose, repayment, security, interest, if any, and other material conditions

shall be reduced to writing and approved by the Managing Committee or, where required, by the General Body.

- (g) No loan or repayable advance shall be treated as a donation or contribution, or be written off, waived, converted into a donation, or otherwise varied to the prejudice of the lender, except with the prior approval of the General Body and the written consent of the lender.
- (h) No founder, member, office bearer or member of the Managing Committee shall incur personal liability for any borrowing of the Club merely by reason of being connected with the Club, unless such person has separately executed a personal guarantee, indemnity or undertaking.
- (i) Every substantial borrowing authorised under this Rule shall be placed before the next General Body Meeting for information.

13.4A Special Borrowing Powers During the Formative Period

- (a) Notwithstanding Rule 13.4(b) and Rule 13.4(d), during the first five (5) years from the date of registration of the Club, the first Governing Body or the Managing Committee, as the case may be, may authorise borrowing from any bank, financial institution or other lawful lender up to an aggregate amount not exceeding Rupees Twenty-Five Crores (₹25,00,00,000).
- (b) Such borrowing may be undertaken for the acquisition of land or premises, construction, development, improvement, furnishing, equipping or establishment of the Club and its facilities, including initial infrastructure required to attract and admit members.
- (c) Borrowing under this Rule shall require approval of not less than two-thirds of the total strength of the first Governing Body or the Managing Committee, as the case may be, by a resolution recorded in writing.
- (d) The resolution shall specify, as far as practicable, the amount, purpose, lender, security, interest or financial cost, repayment plan, expected sources of repayment and the office bearers authorised to negotiate, finalise and execute the necessary documents.
- (e) For the purposes of this Rule, the first Governing Body or the Managing Committee may create a mortgage, charge, lien, hypothecation or other security over the movable or immovable assets of the Club and may authorise designated office bearers to execute all loan, security, registration and incidental documents required by the lender or by law.

- (f) The Honorary President, Honorary Secretary and Honorary Treasurer, or any two of them authorised by resolution, shall be competent to execute such documents on behalf of the Club.
- (g) Any borrowing, security or document validly authorised under this Rule shall not be invalidated merely because it is placed before the General Body subsequently. However, every such borrowing shall be placed before the next General Body Meeting for information and, where considered appropriate, ratification.
- (h) No founder, member, office bearer or member of the first Governing Body or Managing Committee shall incur personal liability for borrowing authorised under this Rule merely by approving, signing or acting on behalf of the Club, unless such person has separately executed a personal guarantee, indemnity or undertaking.
- (i) Upon expiry of five (5) years from the date of registration, all further borrowing shall be governed by Rule 13.4, unless these Rules are amended in accordance with law.

13.5 Sub-Committees

- (a) The Managing Committee may constitute such sub-committees as it considers necessary for specific purposes, including finance, legal matters, events and social activities, sports and recreation, and infrastructure and facilities.
- (b) Every sub-committee shall act under the authority and control of the Managing Committee and shall function in an advisory or delegated capacity as may be decided by the Managing Committee.
- (c) The Managing Committee may define the composition, powers, duties and duration of any sub-committee and may dissolve or reconstitute the same at any time.

13.6 Conflict of Interest

- (a) A member of the Managing Committee who has any direct or indirect personal interest in any matter under consideration by the Committee shall disclose the nature of such interest at the meeting at which the matter is taken up.
- (b) A member making such a disclosure shall not participate in the discussion or vote on that matter, unless the Managing Committee otherwise resolves after taking note of the disclosure.

- (c) Failure to disclose such interest, or participation in a matter despite disqualification, shall constitute misconduct and may invite action in accordance with these Rules.

13.7 Accountability

Every member of the Managing Committee shall act in good faith, in the interests of the Club, and with reasonable care, diligence and prudence in the discharge of his or her duties. Nothing in these Rules shall prevent the Club from taking action in accordance with law against any Office Bearer or member of the Managing Committee for misfeasance, breach of trust, misapplication of funds, or other misconduct causing loss to the Club.

13.8 Power of the General Body to Override Committee Decisions

Any rule, decision or policy framed by the Managing Committee may be modified, rescinded or set aside by the General Body through a resolution passed by not less than two-thirds of the members present and voting at a duly convened General Meeting.

14. Accounts, Audit, Banking and Compliance

14.1 Financial Year

The financial year of the Club shall commence on the 1st day of April and end on the 31st day of March of the succeeding year.

14.2 Books of Account and Records

- (a) The Club shall maintain proper books of account and records of all receipts and payments, income and expenditure, assets and liabilities, and such other books and registers as may be necessary for the proper financial administration of the Club.
- (b) The books of account and financial records of the Club shall be kept at the registered office of the Club or at such other place as may be approved by the Managing Committee.
- (c) The Honorary Treasurer shall, subject to the control of the Managing Committee, oversee the maintenance of such books and records.

14.3 Annual Statements of Account

At the close of each financial year, the Club shall prepare: (a) a Balance Sheet; (b) an Income and Expenditure Account; (c) a Receipts and Payments Account; and (d) such other financial statements or schedules as may be required by law or considered necessary by the Managing Committee.

14.4 Audit

- (a) The accounts of the Club for every financial year shall be audited by a Chartered Accountant, or a firm of Chartered Accountants, qualified to act as auditor in accordance with law.
- (b) The auditor shall be appointed by the General Body at the Annual General Meeting and shall hold office until the conclusion of the next Annual General Meeting, unless earlier removed or replaced in accordance with law.
- (c) The remuneration of the auditor shall be fixed by the General Body or, if so authorised by the General Body, by the Managing Committee.
- (d) The audited financial statements and audit report shall be placed before the Annual General Meeting.

14.5 Banking Arrangements

- (a) The Club shall maintain one or more bank accounts in its name with a Scheduled Bank, Nationalised Bank or Co-operative Bank.
- (b) No bank account of the Club shall be operated by a single signatory under any circumstances.
- (c) All cheques, payment instructions, withdrawals and other banking transactions shall be signed or authorised jointly by the Honorary Treasurer and either the Honorary President or the Honorary Secretary, or in such other joint manner as may be resolved by the Managing Committee consistently with these Rules.
- (d) The funds of the Club shall not be deposited with any private individual or with any institution not lawfully authorised to receive such deposits.

14.6 Filing with the Registrar of Societies

- (a) On or before the fourteenth (14th) day succeeding the day on which the Annual General Meeting of the Club is held, the Club shall file with the Registrar of Societies: (i) a list of the names, addresses and occupations of the members of the Managing Committee then entrusted with the management of the affairs of the Club; and (ii) a copy of the Balance Sheet and Income and Expenditure Account, duly audited in accordance with law.
- (b) The Club shall also file such returns, statements, forms and particulars as may be required from time to time under the Karnataka Societies Registration Act, 1960, the Rules made thereunder, or any other applicable law.

- (c) The Honorary Secretary shall be responsible for ensuring that such filings are made in time and that proper proof of filing is preserved in the records of the Club.

14.7 Other Statutory and Regulatory Compliance

- (a) The Managing Committee shall ensure compliance with all applicable laws, including those relating to taxation, labour, licences, registrations, safety, food and beverages, and such other matters as may apply to the activities of the Club.
- (b) Where any notice, return, statement, licence renewal, list or document is required to be filed with or furnished to any governmental, municipal, police, sports, taxation or other competent authority, the same shall be filed or furnished within the prescribed time.
- (c) The Managing Committee may assign specific compliance responsibilities to the Honorary Secretary, the Honorary Treasurer, any sub-committee, employee or professional adviser, but the ultimate responsibility for compliance shall remain with the Managing Committee.

14.8 Inspection and Preservation of Records

- (a) The books of account, audited financial statements, audit reports, bank records, statutory filings and compliance records of the Club shall be preserved in a secure manner for such period as may be required by law or determined by the Managing Committee.
- (b) Such records shall be open to inspection by the auditor and by the Managing Committee, and may be made available to members to the extent required by law or by resolution of the General Body or the Managing Committee.

15. General Body

15.1 Constitution of the General Body

The General Body of the Club shall consist of all members entitled to vote under these Rules.

15.2 Powers of the General Body

The General Body shall be the supreme authority of the Club in all matters reserved to it under the Memorandum of Association and these Rules, and shall, in particular, have power to:

- (a) elect the members of the Managing Committee;

- (b) consider and adopt the annual report, audited accounts and audit report of the Club;
- (c) appoint the auditor and fix, or authorise the fixation of, the auditor's remuneration;
- (d) approve amendments to the Memorandum of Association or these Rules in accordance with law and these Rules;
- (e) approve such matters of major policy, capital expenditure, borrowing or administration as are required under these Rules to be placed before it;
- (f) modify, rescind or set aside any rule, decision or policy of the Managing Committee in accordance with these Rules; and
- (g) consider and decide any other matter properly brought before it in accordance with these Rules.

15.3 Annual General Meeting

- (a) The Club shall hold an Annual General Meeting every year in accordance with the Karnataka Societies Registration Act, 1960. The first Annual General Meeting shall be held within eighteen (18) months from the date of registration of the Club, and every subsequent Annual General Meeting shall be held within nine (9) months from the close of the financial year.
- (b) The ordinary business of the Annual General Meeting shall include: (i) confirmation of the minutes of the previous General Meeting; (ii) consideration and adoption of the annual report of the Managing Committee; (iii) consideration and adoption of the audited financial statements and audit report; (iv) election of the Managing Committee, where due; (v) appointment of the auditor and fixation of remuneration, or authorisation to the Managing Committee in that behalf; and (vi) consideration of such other business as may properly be included in the agenda.

15.4 Extraordinary General Meeting

- (a) An Extraordinary General Meeting may be convened at any time: (i) by the Managing Committee whenever it considers necessary; (ii) on a requisition in writing signed by not less than one-third of the total strength of the Managing Committee; or (iii) on a requisition in writing signed by not less than one-tenth of the members entitled to vote at a General Meeting.
- (b) Every requisition for an Extraordinary General Meeting shall state clearly the purpose or purposes for which the meeting is sought.

- (c) Upon receipt of a valid requisition, the Managing Committee shall convene the Extraordinary General Meeting within such reasonable time as may be prescribed under these Rules.
- (d) No business shall be transacted at an Extraordinary General Meeting other than the business for which it has been convened and which is set out in the notice thereof.

15.5 Special General Meetings for Amendment Matters

- (a) Any proposal for alteration of the Memorandum of Association, change of name of the Club, or amendment of these Rules shall be considered only at a Special General Meeting convened for that specific purpose.
- (b) A proposal for alteration of the Memorandum of Association shall comply with Section 9 of the Karnataka Societies Registration Act, 1960 and shall not be deemed approved unless: (i) a written or printed report thereof has been delivered or sent by post to every member at least twenty-one (21) days before the date of the first Special General Meeting; (ii) the resolution is passed at the first Special General Meeting by votes in favour being not less than three times the number of votes, if any, cast against the resolution by members entitled to vote and voting; and (iii) the resolution is confirmed by a similar majority at a second Special General Meeting convened by the governing body after an interval of thirty (30) days after the former meeting.
- (c) A proposal for change of name of the Club or for amendment of these Rules shall comply with Section 10 of the Karnataka Societies Registration Act, 1960 and shall not be deemed approved unless: (i) written or printed notice of the Special General Meeting has been delivered or sent by post to every member at least twenty-one (21) days before the date of the meeting; and (ii) the resolution is passed by votes in favour being not less than three times the number of votes, if any, cast against the resolution by members entitled to vote and voting.
- (d) Every alteration or amendment so approved shall be filed with the Registrar of Societies in accordance with law.

15.6 Business Before the General Body

No matter shall be considered by the General Body unless it is included in the agenda or is otherwise permitted to be taken up under these Rules or with the consent of the Chair, where such consent is not inconsistent with law or with the rights of members to prior notice.

16. Meetings, Notice, Quorum and Voting

16.1 Notice of General Meetings

- (a) At least twenty-one (21) clear days' notice shall be given for every Annual General Meeting and every Extraordinary General Meeting.
- (b) The notice shall specify the date, time and place of the meeting and shall set out the business proposed to be transacted thereat.
- (c) Notice may be given by post, hand delivery, electronic mail, or by such other mode as the Managing Committee may approve, provided that the mode adopted is reasonably calculated to bring the notice to the knowledge of the members concerned.
- (d) The accidental omission to give notice to, or the non-receipt of notice by, any member shall not by itself invalidate the proceedings of the meeting, unless material prejudice is shown.
- (e) Notwithstanding anything contained in this Rule, where the Karnataka Societies Registration Act, 1960 prescribes any special notice period, meeting requirement, majority or other procedure for any specific matter, the same shall prevail.

16.2 Chairperson of General Meetings

- (a) Every Annual General Meeting and every Extraordinary General Meeting shall be presided over by a Chairperson appointed by the Managing Committee prior to the meeting.
- (b) The Managing Committee shall appoint as Chairperson either: (i) a person who is not a member of the Club; or (ii) an officer from the office of the Deputy Registrar of Cooperative Societies having jurisdiction over the Club.
- (c) The appointment of the Chairperson shall be made by a resolution of the Managing Committee and communicated to the appointed person in writing before the date of the meeting.
- (d) If the appointed Chairperson is unable to attend the meeting, the Managing Committee shall appoint a substitute Chairperson from the same categories specified in clause (b) above, as soon as practicable before the meeting.
- (e) The Chairperson of the meeting shall regulate the proceedings of the meeting in accordance with these Rules.

16.3 Quorum for General Meetings

- (a) The quorum for a General Meeting shall be one-tenth of the members entitled to vote or fifty (50) members entitled to vote, whichever is less.

- (b) If, within thirty (30) minutes from the time appointed for the meeting, a quorum is not present, the members then present and entitled to vote shall constitute the quorum.
- (c) No business other than the business set out in the notice of the meeting shall be transacted.
- (d) Nothing in this Rule shall apply so as to dilute any special quorum, notice, meeting or voting requirement prescribed by the Karnataka Societies Registration Act, 1960 or by these Rules for any special matter, including alteration of the Memorandum of Association, amendment of these Rules, change of name, or dissolution.

16.4 Voting at General Meetings

- (a) Every member, whether Catholic or non-Catholic, who is entitled to vote under these Rules shall have one vote.
- (b) No voting by proxy shall be permitted.
- (c) Save as otherwise provided in the Memorandum of Association, these Rules, or the Karnataka Societies Registration Act, 1960, every question at a General Meeting shall be decided by a simple majority of the members present and voting.
- (d) Voting shall ordinarily be by show of hands, unless these Rules require a secret ballot or unless the Chairperson directs, or the meeting resolves, that a ballot be taken.
- (e) In the event of an equality of votes, the Honorary President of the Club shall have an additional casting vote.
- (f) A member whose subscription is in arrears for more than three (3) months shall not be entitled to vote and shall not be counted for voting purposes so long as such arrears continue.

16.5 Special Resolutions and Enhanced Majorities

Where the Memorandum of Association, these Rules, or the Karnataka Societies Registration Act, 1960 requires that any matter be passed by a special resolution or by any enhanced majority, the same shall be decided only in accordance with such requirement. Amendments to the Memorandum of Association and to these Rules shall be governed strictly by the applicable statutory and procedural requirements.

16.6 Minutes of General Meetings

- (a) The proceedings of every General Meeting shall be recorded in writing.

- (b) The minutes shall be entered in the minute book or other permanent record of the Club and shall be signed by the Chairperson of the meeting and the Honorary Secretary.
- (c) Minutes so recorded and signed shall be prima facie evidence of the proceedings of the meeting.

17. Affiliation and Reciprocal Arrangements

17.1 Power to Enter into Affiliation Arrangements

- (a) The Managing Committee may, if it considers it to be in the interests of the Club, enter into written reciprocal or affiliation arrangements with other clubs, associations or institutions.
- (b) Every such arrangement shall be approved by a resolution of the Managing Committee and shall set out the scope, duration, privileges, restrictions, charges and conditions applicable thereto.
- (c) No reciprocal or affiliation arrangement shall confer membership of the Club on any person who is not otherwise admitted as a member in accordance with these Rules.

17.2 Use of Club Facilities by Members of Affiliated Clubs or Institutions

- (a) A person entitled to use the facilities of the Club under a reciprocal or affiliation arrangement shall be permitted to do so only in accordance with the terms of such arrangement and these Rules.
- (b) Such person shall not be treated as a member of the Club and shall not be entitled to vote, propose or second any candidate, contest any election, hold office, or participate in the governance of the Club.
- (c) Save as otherwise specifically provided in the reciprocal or affiliation arrangement, such person shall not be entitled to introduce guests.
- (d) Use of accommodation, if any, by such person shall be subject to separate rules or conditions as may be prescribed by the Managing Committee.

17.3 Restriction in Respect of Residents of Mangaluru City Corporation

- (a) A person who is ordinarily resident within the limits of the Mangaluru City Corporation and who is a member of an affiliated club or institution shall not be entitled to use the facilities of the Club under any reciprocal or affiliation arrangement.
- (b) Such person may enter the Club only in such other capacity as may be permissible under these Rules, including as a guest of a member where allowed.

17.4 Duration and Extent of Reciprocal Use

- (a) Unless otherwise specifically permitted by the Managing Committee in exceptional circumstances, a person using the facilities of the Club under a reciprocal or affiliation arrangement shall not be entitled to such use for more than four (4) days in any calendar month.
- (b) The Managing Committee may prescribe different limits for different classes of facilities or services and may impose seasonal, event-based or facility-specific restrictions.

17.5 Charges and Compliance

- (a) A person using the facilities of the Club under a reciprocal or affiliation arrangement shall pay such charges as may be applicable under the relevant arrangement or as may be prescribed by the Managing Committee.
- (b) Every such person shall comply with these Rules, the house rules of the Club, and the lawful directions of the Managing Committee or authorised officers of the Club.
- (c) The member club or institution, and the person using the facilities, may be held responsible in accordance with the terms of the reciprocal or affiliation arrangement for any unpaid charges or damage caused to the Club.
- (d) A member of the Club who is entitled under a reciprocal or affiliation arrangement to use the facilities of another club shall do so only in accordance with the terms of such arrangement and the rules and regulations of that club. Such a member shall represent the Club with due dignity and shall remain subject to the discipline of the Club in respect of conduct at affiliated clubs. Any misconduct at an affiliated club that is reported to the Club may be treated as misconduct under Rule 18.

17.6 Suspension or Termination of Affiliation Arrangements

The Managing Committee may suspend, restrict, modify or terminate any reciprocal or affiliation arrangement at any time if it considers such action necessary in the interests of the Club.

18. Guests, Use of Facilities and Conduct

18.1 Introduction of Guests

- (a) A member may introduce guests to the Club, subject to these Rules and to such restrictions as may be prescribed by the Managing Committee from time to time.
- (b) No person shall be introduced as a guest if such person: (i) has been expelled from the Club; (ii) has been denied membership after final rejection in accordance with these Rules; or (iii) is otherwise prohibited from entering or using the facilities of the Club under these Rules or by resolution of the Managing Committee.
- (c) A guest shall not acquire any right of membership or privilege merely by reason of being introduced into the Club.

18.2 Guest Register and Guest Charges

- (a) Every guest introduced into the Club shall be entered in the guest register or such electronic or physical record as may be maintained for that purpose.
- (b) The member introducing the guest shall furnish such particulars of the guest as may be required by the Club.
- (c) The member introducing the guest shall be personally responsible for all guest charges, bills, dues and other sums incurred by such guest in the Club.

18.3 Responsibility of Members for Guests and Family

- (a) A member shall be responsible for the conduct of the member's guests and family members while they are in the Club premises or using the facilities of the Club.
- (b) Any damage caused to the property of the Club by a member, the member's guest, or the member's family member shall be made good by the member concerned, without prejudice to any further action that may be taken under these Rules.

18.4 Use of Club Facilities

- (a) The facilities of the Club shall be used only in accordance with these Rules and with such house rules, regulations or directions as may be framed or issued by the Managing Committee from time to time.
- (b) The Managing Committee may regulate the use of any part of the Club premises or any facility, including by prescribing charges, priorities,

reservations, dress requirements, timings, conditions of entry or temporary restrictions.

- (c) No person shall use the Club premises or facilities for any purpose prejudicial to the interests, discipline, dignity or reputation of the Club.

18.5 Conduct within the Club

- (a) Every member, guest and other authorised user of the Club shall conduct himself or herself in a proper, orderly and respectful manner within the Club premises.
- (b) No member, guest or other authorised user shall engage in disorderly behaviour, offensive conduct, drunken misconduct, nuisance, harassment, violence, or any other act inconsistent with the standards expected within the Club.
- (c) No gambling or other unlawful activity shall be permitted on the premises of the Club.
- (d) The Managing Committee may frame or approve a code of conduct, dress requirements and facility-specific rules for observance by members, guests and other authorised users.

18.6 Enforcement

- (a) The Managing Committee, and any office bearer or employee authorised by it, may regulate entry into the Club and may refuse, restrict or withdraw access to any person acting in breach of these Rules or of any lawful directions issued thereunder.
- (b) Any breach of this Rule by a member may render such member liable to disciplinary action in accordance with these Rules.
- (c) Any breach of this Rule by a guest or other authorised user may result in removal from the premises, withdrawal of guest privileges or other appropriate action by the Managing Committee.

19. Discipline, Suspension and Expulsion

19.1 Discipline

- (a) Every member shall comply with the Memorandum of Association, these Rules, the lawful resolutions of the General Body and the Managing Committee, and the house rules, codes of conduct and directions issued thereunder.
- (b) Any member who acts in a manner prejudicial to the interests, discipline, dignity or reputation of the Club, or who commits a breach of these Rules

or of any lawful direction issued thereunder, shall be liable to disciplinary action in accordance with this Rule.

19.2 Suspension

- (a) The Managing Committee may suspend a member from the use of the Club or from specified privileges of membership for such period as it may consider appropriate, not exceeding six (6) months at a time, if the member: (i) commits misconduct within the Club premises; (ii) acts in a manner prejudicial to the interests, discipline, dignity or reputation of the Club; (iii) repeatedly violates these Rules, the house rules or lawful directions of the Club; or (iv) is otherwise found guilty of conduct warranting disciplinary action short of expulsion.
- (b) No order of suspension shall be made unless the member has first been given a written notice setting out the allegations and a reasonable opportunity of submitting an explanation, whether in writing or in person.
- (c) The order of suspension shall be made by resolution of the Managing Committee and shall record the period and scope of the suspension.
- (d) During the period of suspension, the member shall not be entitled to exercise such rights or privileges as are withdrawn by the order of suspension, but shall continue to remain liable for dues and obligations under these Rules.

19.3 Interim Restriction Pending Enquiry

Where the Managing Committee is of the opinion that the continued use of the Club by a member pending disciplinary proceedings is likely to prejudice the interests, discipline, safety or reputation of the Club, it may, for reasons recorded in writing, impose an interim restriction on such use for a period not exceeding thirty (30) days at a time, pending final decision.

19.4 Expulsion

- (a) The Managing Committee may expel a member if the member: (i) commits gross misconduct; (ii) acts in a manner seriously prejudicial to the interests, discipline, dignity or reputation of the Club; (iii) is guilty of dishonesty, violence, grave disorderly conduct, or other serious misconduct in or in relation to the affairs of the Club; (iv) repeatedly commits breaches of these Rules or lawful directions despite prior warning or suspension; or (v) is otherwise found guilty of conduct rendering the member unfit to continue as a member of the Club.

- (b) No member shall be expelled unless the member has first been served with a written show-cause notice clearly setting out the grounds proposed, and has been given a reasonable opportunity of being heard, whether in writing or in person.
- (c) A resolution for expulsion shall not be valid unless passed by not less than two-thirds of the total strength of the Managing Committee.
- (d) The decision of the Managing Committee shall be communicated in writing to the member.

19.5 Appeal

- (a) A member expelled under Rule 19.4 may prefer an appeal to the General Body by notice in writing delivered to the Honorary Secretary within thirty (30) days from receipt of the order of expulsion.
- (b) The appeal shall be placed before the next General Meeting or, if the Managing Committee so decides, before an Extraordinary General Meeting convened for the purpose.
- (c) Pending disposal of the appeal, the order of expulsion shall remain in force.
- (d) The appeal shall be decided by a simple majority of the members present and voting at the General Meeting at which it is considered.
- (e) The decision of the General Body on the appeal shall be final.

19.6 Consequences of Expulsion

- (a) A member who is expelled shall cease to be a member of the Club in accordance with Rule 8.1(c) and shall forfeit all rights and privileges of membership.
- (b) An expelled member shall not be entitled thereafter to enter the Club premises or use the facilities of the Club as a member, guest or otherwise, except as provided in clause (c) below.
- (c) Nothing in this Rule shall prevent an expelled member from attending a private social function held at the Club, such as a wedding, reception, birthday, baptism or similar private event, solely as an invitee of the host and without claiming or exercising any rights or privileges of membership.
- (d) Expulsion shall not relieve the person concerned from liability for any dues, charges or obligations incurred before expulsion.
- (e) An expelled member shall not thereafter be eligible for re-admission to membership, unless the General Body, in exceptional circumstances, otherwise resolves by a special resolution.

19.7 Other Action Not Precluded

The exercise of disciplinary powers under this Rule shall be without prejudice to the right of the Club to recover dues, claim compensation for loss or damage, or take such other action as may be available in law.

20. Liability

20.1 Liability of Members

No member of the Club shall be personally liable for the debts, liabilities or obligations of the Club by reason only of being a member, except to the extent of any subscription, charges, dues or other sums lawfully payable by such member to the Club under these Rules.

20.2 Liability for Dues

The cessation of membership of any person, whether by resignation, death, expulsion or otherwise, shall not relieve such person, or the estate of a deceased member where applicable, from liability for any subscription, charges, dues or other obligations lawfully incurred before such cessation.

20.3 Responsibility of Office Bearers and Members of the Managing Committee

Every Office Bearer and every member of the Managing Committee shall act in good faith, in the interests of the Club, and with reasonable care, diligence and prudence in the discharge of his or her duties.

20.4 Misfeasance, Breach of Trust and Misapplication of Funds

If any loss is caused to the Club by reason of misfeasance, breach of trust, misapplication of funds, wilful misconduct, fraud, or any other wrongful act or omission on the part of any Office Bearer or member of the Managing Committee, such person shall be liable to make good the loss in accordance with law.

20.5 Collective Decisions

No member of the Managing Committee shall be held personally liable merely by reason of having been part of the Committee at the relevant time, unless it is shown that such member participated in, consented to, or failed in duty in respect of the act or omission causing the loss.

20.6 Saving

Nothing in these Rules shall prejudice the right of the Club to take disciplinary action, recover money, seek compensation, or pursue any remedy available in law against any person responsible for loss or damage to the Club.

21. Employees and Administration

21.1 Appointment and Control of Employees

- (a) The Managing Committee shall be the appointing authority in respect of all employees of the Club.
- (b) The Managing Committee may determine the number, designation, duties, remuneration and service conditions of the employees of the Club.
- (c) The day-to-day supervision and control of employees shall vest in the Honorary Secretary, subject to the authority of the Managing Committee.

21.2 Letters of Appointment and Service Conditions

- (a) Every employee of the Club shall be given a written letter of appointment setting out the terms and conditions of service.
- (b) The Managing Committee may frame service rules, standing orders, administrative instructions or staff policies, consistent with law, for regulating the employment, conduct, discipline, leave, duties and retirement of employees.
- (c) All employees shall be bound by the terms of their appointment and by any service rules or lawful directions issued by the Club.

21.3 Discipline and Termination of Employees

- (a) The Managing Committee shall be the disciplinary authority in respect of all employees of the Club. It may delegate minor administrative and disciplinary powers in writing, but major penalties shall be imposed only in accordance with the service rules and under the authority of the Managing Committee.
- (b) No employee shall be suspended, dismissed, removed or otherwise punished except in accordance with the applicable service rules and the principles of natural justice.
- (c) The Managing Committee may place an employee under suspension pending enquiry where it considers such action necessary in the interests of the Club.

21.4 Member Interaction with Employees

- (a) No member shall directly reprimand, punish, suspend or dismiss any employee of the Club.
- (b) Any complaint by a member against an employee shall be made to the Honorary Secretary or to the Managing Committee for appropriate action.

- (c) No member shall interfere with the deployment, supervision or disciplinary control of any employee except in accordance with the rules, practices or directions approved by the Managing Committee.

21.5 Administrative Records

The Club shall maintain proper records relating to its employees, including appointments, attendance, salary and wages, leave, disciplinary proceedings and such other service records as may be necessary or required by law.

21.6 Statutory Compliance

The Managing Committee shall ensure compliance with all applicable labour, employment, welfare and social security laws in relation to the employees of the Club.

21.7 Engagement of Professionals and Service Providers

The Managing Committee may engage consultants, professionals, contractors and service providers on such terms as it may deem fit for the efficient administration, maintenance and functioning of the Club.

21.8 Confidentiality and Records

Every employee shall maintain confidentiality in relation to the records, affairs and internal administration of the Club, except where disclosure is required in the discharge of duty or under law.

22. Dispute Resolution and Jurisdiction

22.1 Scope of Disputes

Any dispute, difference or claim arising out of or in connection with the affairs of the Club, these Rules, the rights or obligations of members, or any decision, action or omission of the Club or the Managing Committee, if arising between: (a) the Club and a member; (b) the Club and a past member, in relation to matters arising during membership; (c) one member and another member, where the dispute concerns the affairs, functioning or facilities of the Club; or (d) a member and the Managing Committee or any Office Bearer, in relation to the affairs of the Club, shall be dealt with in accordance with this Rule.

22.2 Amicable Resolution

Before invoking arbitration, the parties shall endeavour in good faith to resolve the dispute amicably. For that purpose, any party may give written notice of the dispute to the other party or parties, briefly setting out the nature of the dispute and the

relief sought. If the dispute is not resolved within thirty (30) days from the date of such notice, any party may invoke arbitration in accordance with this Rule.

22.3 Reference to Arbitration

- (a) Any dispute not resolved amicably under Rule 22.2 shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- (b) The arbitration shall be conducted by a sole arbitrator.
- (c) The parties shall endeavour to agree upon the sole arbitrator within thirty (30) days from the date on which arbitration is invoked.
- (d) If the parties fail to agree upon the sole arbitrator within the said period, the sole arbitrator shall be appointed by the KCCI ADR Centre, Mangaluru, upon a request made by either party.
- (e) If the KCCI ADR Centre, Mangaluru, ceases to exist, declines to act, fails to make the appointment within a reasonable time, or is otherwise unable to act, either party may apply under Section 11 of the Arbitration and Conciliation Act, 1996 to the High Court having jurisdiction, or to any person or institution designated by such Court, for appointment of the sole arbitrator.

22.4 Seat, Venue and Language

- (a) The seat of arbitration shall be Mangaluru, Karnataka.
- (b) The venue of arbitration shall ordinarily be Mangaluru, unless otherwise agreed by the parties or directed by the arbitrator.
- (c) The language of the arbitral proceedings shall be English.

22.5 Interim Relief and Conduct of Proceedings

- (a) Nothing in this Rule shall prevent any party from seeking interim or protective relief in accordance with law.
- (b) The arbitrator shall have power to regulate the procedure of the proceedings in accordance with the Arbitration and Conciliation Act, 1996 and the principles of natural justice.

22.6 Award and Costs

- (a) The arbitral award shall be in writing, shall state the reasons on which it is based unless the parties otherwise agree, and shall be final and binding on the parties, subject to law.
- (b) The costs of arbitration shall be borne in such manner as may be directed in the arbitral award.

22.7 Jurisdiction of Courts

Subject to this Rule, the courts at Mangaluru shall have jurisdiction in respect of matters arising out of or connected with these Rules and the affairs of the Club.

23. Legal Framework, Interpretation and Saving

23.1 Governing Law

The Club shall be governed by the Karnataka Societies Registration Act, 1960, the Rules made thereunder, and all other applicable laws in force from time to time.

23.2 Act and Law to Prevail

If any provision of these Rules is found to be inconsistent with the Karnataka Societies Registration Act, 1960, the Rules made thereunder, or any other applicable law, the provisions of such law shall prevail to the extent of the inconsistency.

23.3 Interpretation

- (a) These Rules shall be read and construed in a manner consistent with the Memorandum of Association and applicable law.
- (b) The headings and side-headings in these Rules are inserted for convenience of reference only and shall not affect the interpretation of any provision.
- (c) Words importing the singular shall include the plural and vice versa, and words importing one gender shall include all genders, unless the context otherwise requires.

23.4 Validity of Remaining Provisions

If any Rule or any part of a Rule is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect, so far as they are not affected by such invalidity, illegality or unenforceability.

23.5 Saving of Acts Done

All acts done, decisions taken, proceedings conducted, appointments made, and actions taken by the first Governing Body, the Managing Committee, any sub-committee, any Office Bearer, or any person duly authorised under these Rules shall, so far as they are in substantial conformity with the Memorandum of Association, these Rules and applicable law, be valid notwithstanding any procedural defect or irregularity not affecting the merits of the matter.

23.6 Residual Powers

In respect of any matter not expressly provided for in the Memorandum of Association or these Rules, the Managing Committee may take such a decision as

may be necessary for the administration of the Club, provided that such a decision: (a) is not inconsistent with the Memorandum of Association, these Rules or applicable law; (b) does not amount to an amendment of the Memorandum of Association or these Rules; (c) does not create any new class of membership or alter the rights and obligations attached to any existing class of membership; and (d) shall, where the matter is of material importance, be placed before the next General Body Meeting for information or ratification, as the case may be.

23.7 Acceptance of Donations and Contributions

- (a) The Club may accept donations, contributions, grants, endowments, gifts or assistance in cash or kind from members or non-members for the objects of the Club, subject to applicable law and on such terms as the Managing Committee may approve; provided that no such receipt shall by itself confer membership or any right, title or interest in the Club or its assets.
- (b) The Club may also accept sponsorships for events, programmes or activities of the Club. Every sponsorship shall be treated as a receipt distinct from a donation, shall be recorded and receipted separately in the books of account of the Club, and shall be subject to applicable taxes.
- (c) Voluntary donations towards the Corpus Fund of the Club shall be governed by Rule 23.8.

23.8 Corpus Fund and Corpus Donations

- (a) The Club may establish and maintain a Corpus Fund for the long-term financial stability of the Club and for capital purposes, including the acquisition, construction, development, improvement, furnishing and equipping of the Club and its facilities.
- (b) The Club may receive voluntary donations from members or non-members towards the Corpus Fund. Every such donation shall be made voluntarily and shall not be solicited, collected or accepted as a condition of, or in connection with, any application for membership, admission to membership, retention of membership, or access to or use of any facility or service of the Club.
- (c) No corpus donation shall confer on the donor any membership, right, title, interest, privilege, exemption, concession, priority or benefit of any kind, whether in relation to entrance fees, subscriptions, charges, facilities, services or otherwise. No entrance fee, subscription or other amount payable by any person shall be waived, reduced or adjusted by reason of any corpus donation.

- (d) All corpus donations shall be held in a designated bank account of the Club maintained separately from its general funds, shall be recorded separately in the books of account of the Club, and shall be applied only for the purposes stated in clause (a) under a resolution of the Managing Committee recorded in writing.
- (e) Every receipt issued for a corpus donation shall describe the amount as a voluntary corpus donation and shall state that it confers no membership, rights or benefits.
- (f) The Club may, as an expression of gratitude, acknowledge a donor by name, including on a plaque or donor board, provided that such acknowledgement shall not include any advertisement or promotion of any business, profession, product or service of the donor and shall not confer any proprietary, possessory or other right in or over the Club or its assets.
- (g) Corpus donations shall be non-refundable, save where the Managing Committee resolves to refund a donation received for a specific capital purpose that the Club is unable to carry out.

24. Dissolution

24.1 Dissolution only in accordance with law

The Club may be dissolved only in accordance with Sections 22 and 23 of the Karnataka Societies Registration Act, 1960 and this Rule.

24.2 Resolution for Dissolution

- (a) The Club shall not be dissolved unless a Special General Meeting is convened expressly for that purpose.
- (b) No resolution for dissolution shall be effective unless not less than three-fourths of the members of the Club have expressed a wish for such dissolution by their votes delivered in person at such Special General Meeting.
- (c) The resolution may provide that the Club shall stand dissolved forthwith or on such later date as may be specified in the resolution.

24.3 Consent of State Government where required

If the State Government is a member of, or a contributor to, or is otherwise interested in, the Club, the Club shall not be dissolved without the consent of the State Government.

24.4 Adjustment of Affairs

- (a) Upon dissolution, all necessary steps shall be taken for the disposal and settlement of the property, claims and liabilities of the Club in accordance with these Rules and applicable law.
- (b) To the extent that these Rules do not expressly provide for any matter connected with such disposal or settlement, the Managing Committee shall take such steps as it may lawfully consider expedient for that purpose.
- (c) If any dispute arises among the Managing Committee or the members of the Club in relation to the adjustment of the affairs of the Club upon dissolution, such dispute shall be referred to the principal civil court of original jurisdiction of the district in which the registered office of the Club is situated, and the order of that court shall prevail.

24.5 Satisfaction of Debts and Liabilities

Before any transfer or disposal of the remaining property of the Club is effected, all debts, liabilities, obligations and lawful claims against the Club shall first be satisfied or adequately provided for.

24.6 No Distribution to Members

Upon dissolution of the Club, no part of the property or funds of the Club remaining after satisfaction of its debts and liabilities shall be paid to, distributed among, or otherwise made over for the personal benefit of any member or past member of the Club.

24.7 Transfer of Surplus Property

- (a) Any property whatsoever remaining after the satisfaction of all debts and liabilities of the Club shall be given to some other society, to be determined by the votes of not less than three-fifths of the members present in person at the time of dissolution.
- (b) If no such determination is made, the matter shall be decided by the principal civil court of original jurisdiction of the district in which the registered office of the Club is situated.
- (c) Notwithstanding clause (a), it shall be lawful for the members of the dissolved Club to determine by a majority of the votes of the members present in person at the time of dissolution that the remaining property shall be given to the State Government to be utilised for any of the purposes referred to in Section 3 of the Karnataka Societies Registration Act, 1960.

24.8 Records and Compliance upon Dissolution

The Managing Committee shall ensure that proper records of the dissolution, the resolutions passed, the disposal of property, the discharge of liabilities, and all consequential actions taken are maintained, and that such filings, intimations or compliances as may be required by law are duly made.



SCHEDULE I

FOUNDER MEMBERS

The following persons shall be the Founder Members of THE CATHOLIC CLUB, for the purposes of Rule 5.2 of the Rules and Regulations:

Sl. No.	Name	Address	Occupation	Designation
1.	Mr. Ivan D'Souza	S/o. Siprian D'Souza, Door No. 17-4-169/2, 'Lilly', Valencia, Fathima Lane, Mangaluru – 575002. Aadhaar: 8886 0727 0902	Advocate	Hon. President
2.	Mr. Isaac Vas	S/o. Benedict Vas, Door No. 4-32/7, Bejai New Road End, MCF Housing Society, Bejai, Mangaluru – 575004. Aadhaar: 5811 9651 1144	Industrialist & Business	Hon. Vice-President
3.	Mr. Marcel Monteiro	S/o. Maxim Monteiro, Door No. 16-7-416/8, Vijay 3rd Cross, Vaslane, Kankanady, Mangaluru – 575002. Aadhaar: 9664 3182 2440	Retired General Manager (Chowgule Group)	Hon. Secretary
4.	Mr. Sameer Joseph Francis Saldanha	S/o. Harold R T Saldanha, 10C, Aqua Marine, Morgan Gate, Jeppu, Mangaluru – 575001. Aadhaar: 2800 8968 4177	Business	Hon. Jt. Secretary
5.	Mr. Lionel Aranha	S/o. Gabriel Aranha, Door No. 15-13-696/9(9), 402, Shivadeep Residency, Opp. Old Shivabag Bungalow, Kadri, Mangaluru – 575002. Aadhaar: 5326 6119 4867	Chartered Accountant	Hon. Treasurer
6.	Mr. Vincent Joseph Neeliyara	S/o. Joseph Neeliyara, 15-3-88 Rose House, Near Balmatta Post Office, Mangaluru – 575002. Aadhaar: 2685 8214 4250; PAN: ACVPN0825D	Business	Hon. Member
7.	Mr. Sunil K Pais	S/o. Sylvester John Pais, Pais Villa, 82/3, 6-82/3, Bangra Kulur, Hoige Layout, Kodical, Mangalore – 575006. Voter ID: IWW2530294	Business	Hon. Member