



# Roshanara Club Ltd.

Roshanara Gardens,  
Delhi-110007

CIN : U91990DL1901PLC000098

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Dated: 2<sup>nd</sup> June, 2023

## NOTICE

Notice is hereby given that the Extra-Ordinary General Meeting ("EGM") of the Members of Roshanara Club Limited ("Company") is scheduled to be held on Monday, the 3rd July, 2023 at 2.00 p.m. at the registered office of the Company, situated at Roshanara Garden, Delhi - 110007, to transact the following business:

**1. Alteration of the Memorandum of Association as per Companies Act, 2013**

To consider and, if thought fit, to pass with or without modifications, the following resolution as a

**Special Resolution:**

**"RESOLVED THAT** pursuant to the provisions of Section 13 and other applicable provisions, if any, of Companies Act, 2013, including any statutory modifications or reenactment thereof, for the time being in force, and the rules framed there under, subject to the approval of the Registrar of Companies, NCT of Delhi & Haryana, consent of the members be and is hereby accorded to alter the Memorandum of Association of the Company so as to give effects to Companies Act, 2013 as applicable."

**"RESOLVED FURTHER THAT** clause 3, 4 and 5 of the Memorandum of Association of the Company be substituted by the following:

**Clause 3: A.** The objects to be pursued by the company on its incorporation are: —

- (a) To afford to its members all the usual privileges, advantages, conveniences, and accommodation of a club.
- (b) To provide facilities for games, sports, and pastimes.
- (c) To lay out and prepare, adopt and improve any lands, for the purpose or riding, holding horses and other shows, horse racing, shooting, playing polo, golf, tennis, cricket or other sports or games, thereon or for any kind of athletic sports, entertainments, amusements or recreations and to construct, alter, keep in repair houses, pavilions, refreshment rooms, stables and other buildings, erections and conveniences, whether of a permanent or temporary nature, which may seem directly or indirectly conducive to the Company's objects, and to pull down or demolish, sell or otherwise dispose of any buildings or erection not so required.

**B.** Matters which are necessary for furtherance of the objects specified in clause 3(A) are:

1. From time to time to borrow or raise money which may be required for the purposes of the Club upon Bonds, Debentures, Bills of Exchange, Promissory Notes or other obligations or securities of the Company or by the mortgage or charge of the Company's property, including its uncalled Capital (if any), and the amount guaranteed by the members of the Company for the time being, as mentioned in fifth clause hereof.

2. To purchase, take on lease or hire or otherwise acquire any moveable or immovable property, or any right, or privileges, necessary or convenient for the purpose of the Club.
3. To Sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company with power especially to sell, deal in and distribute all kinds of apparatus required for any games, sports or past time, and all kinds of provisions wines, spirits, tobacco and other stores among members and honorary or temporary members, for consumption either inside or outside the premises belonging to or used by the Club and to give and contribute towards prizes, cups, medals, stakes, and other rewards whether competed for by members or others.
4. To Subscribe, to become a member of or otherwise cooperate with any other Association, whether incorporated or not, whose objects are altogether or in part similar to those of this Company.
5. To acquire by purchase, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary convenient for the main business of the Company.
6. To enter into partnership or any arrangement for sharing profits, union of interest joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business of the Company.
7. To import, buy, exchange, alter, improve, manipulate in all kinds of plant machinery, apparatus, tools and things, necessary for carrying on the main business of the Company.
8. To purchase or otherwise acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend factories, any plants, warehouses, workshop, sheds, dwellings, offices, shops, stores, buildings, telephones, electric and gas works and all kinds of works, machinery, apparatus, labour lines, and houses warehouses and such other works and conveniences necessary for carrying on the main business of the Company.
9. Subject to the provisions of companies Act 2013, for the time being in force, to undertake or take part in the formation, supervision or control of the main business or operations of any person firm, body corporate, association, undertaking carrying on the main business of the Company.
10. To apply for and obtain any orders, charter, privilege concession, licence or authorization or any Government, State or such other Authority for enabling the company to carry on its main objects into effect or for extending any of the powers, of the company or for effecting any modification of the constitution of the company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem directly or indirectly to prejudice the interest of the company.
11. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the company or any of them and to obtain from any such Government, Authority, person or any company rights, charters, contracts, licences and concessions which the company may obtain and to carry out, exercise and comply therewith.

12. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and such other negotiable or transferable instruments or securities of all types and to open Bank Accounts and to operate the same in the ordinary course of business.
13. To establish or promote or concur in establishing or promoting any company for the purpose of acquiring all or any of the properties, rights and liabilities of the company.
14. To employ agents or experts to investigate and examine into the conditions prospects, value, character and circumstances of main business concerns and undertakings and generally of any assets, properties or rights which the company purposes to acquire.
15. To create any reserve fund, sinking fund, or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the main objects of the Company.
16. Subject to the provisions of Companies Act 2013 to subscribe, contribute, gift or any monies, rights or assets for any national educational, religious, charitable, scientific, public general or useful objects or to make gifts or of monies or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, colleges or any individual, body of individuals or bodies corporate.
17. To establish and maintain or procure for the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuities funds for the benefit of and give or procure the giving of the gratuities, pensions, allowances, bonus or emoluments to any persons who are or were at any time in the employment or service of the company, or any company which is a subsidiary of the company is allied or associated with the company or with any such subsidiary company who are or were at any time Directors or officers of the company or any other such company and the wives, widows, families and dependants of any such persons and also to establish and subsidies and subscribe to any institutions, associations clubs or funds of or in advance the interests and wellbeing of other Company or any such other company or persons as aforesaid and to do any other matters either alone or in conjunction with any other company.
18. To establish for any of the objects of the company branches or to establish any firm or firms at places in or outside India as the company may determine.
19. To agree to refer to arbitration any disputes present or future between the company and any such other company, firm, individuals or any other such body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
20. Generally, to do all such other things as are incidental or conducive to the attainment of the above objects.

**Clause 4:** The liability of the member(s) is limited

**Clause 5:** Every member of the company undertakes to contribute:

- (i) to the assets of the company in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and
- (ii) to the costs, charges, and expenses of winding up the same, (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding Rs. 25/-.

“RESOLVED FURTHER THAT Mr. Amit Kumar Garg, (Hon'ble Treasurer), be and is hereby authorized to take all necessary/relevant steps as may be deemed expedient for giving effect to the above resolution for and on behalf of the Company including but not limited to filing of the necessary forms, returns and documents with the competent authorities as may be required and to do such other acts, deeds, things and matters incidental or ancillary to the above matter on behalf of the Company.”

2. **Alteration of the Articles of Association as per Companies Act, 2013**

To consider and, if thought fit, to pass with or without modifications, the following resolution as a **Special Resolution:**

“RESOLVED THAT pursuant to the provisions of Section 14 and all other applicable provisions, if applicable, of the Companies Act, 2013 read with the rules framed, and subject to the necessary registrations and approvals, if any, by the Registrar of Companies, NCT of Delhi and Haryana, and / or any other appropriate authority and subject to such terms, conditions, amendments or modifications as may be required or suggested by any such appropriate authority(ies), which the Managing Committee (hereinafter referred to as “the Board”) is authorized to accept and as it may deem fit, the approval of the members of the company be and are hereby accorded for effecting the following modifications and amendments in the following clauses of Article of Association of the Company as mentioned in the “proposed article” column below:

**Article 8: Proposal for Membership of**

<b>Existing Article 8</b>	<b>Proposed Article 8</b>
<b>Proposal for Membership of</b>  Every candidate for admission to the Club must be proposed by one member and seconded by another to both of whom he must be personally known; and a proposal letter, signed by the proposer and seconder, must be sent to the Secretary stating the candidates names, father's name, rank, profession or occupation(if any) and place of residence and such other particulars as may be prescribed by the committee	<b>Proposal for Membership of</b>  Candidature of the applicant candidate shall be proposed by a member and seconded by another, both the members (Proposer & Seconder) must have personally known the applicant.

## **Article 9: Election of members**

<b>Existing Article 9</b>	<b>Proposed Article 9</b>
<b>Election of Members</b> <p>The election of a candidate seeking membership, unless these Articles otherwise provide, shall be by ballot of the Committee taken a meeting.</p> <p>a) The names of a candidate for election shall be sent to each member of the committee ordinarily five days before the holding of the said meeting. They shall also be entered in a book kept for the purpose, which shall be placed in a conspicuous part of Club premises ordinarily for five days before the holding of the said meeting. The book will be open for the recording of opinions of members who will do so by signing their names in the book and by simultaneously putting a ball in to the 'Yes' or 'No' box. The committee, at their meeting, will give consideration to the opinions expressed in this manner.</p> <p>b) To render a ballot valid at least a quarter of the members of the committee must be present at the meeting. No member of the committee can vote except in person at the meeting. Four adverse votes or one in three whichever is less shall exclude such candidate from membership.</p> <p>c) Should a ballot remain incomplete after the expiry of nine months from the date of the candidate's proposal the candidate name shall be deemed to have been withdrawn.</p> <p>d) A candidate's name may be withdrawn before the ballot is closed upon a written request to that effect being addressed to the Secretary by the candidate himself or by his proposer or seconder.</p> <p>e) If the candidate is not elected the fact shall be recorded and the Secretary shall inform the candidate or his proposer and seconder of his non-election. Particulars of the voting are confidential.</p> <p>f) A candidate not elected shall not be proposed again for election until after the expiry of six months.</p> <p>g) A candidate shall not be proposed or seconded by a member of the Committee.</p>	<b>Selection of New Members</b> <p>The selection of a candidate seeking membership, unless these Articles otherwise provide, shall be done by the Screening subcommittee after interviewing the proposed candidates.</p> <p>a) The list of candidates being called for interview by the Screening subcommittee shall be circulated to all members of the Screening subcommittee five days prior to the date of interview.</p> <p>b) to be deleted</p> <p>c) If an application remains pending for any reasons, natural calamity and unforeseen circumstances for more than nine months from the date of receipt of application, the same shall be deemed to have been withdrawn.</p> <p>d) A candidate's name may be withdrawn before the selection is closed upon a written request to that effect being addressed to the Secretary of the Club by the candidate himself.</p> <p>e) If the candidate is not selected the fact shall be recorded and the Secretary shall inform the candidate of his non-selection. The entire process of selection / rejection is confidential.</p> <p>f) A candidate who has been rejected by the screening subcommittee shall not be eligible to apply again for membership for a period of six months from the date of rejection.</p> <p>g) A candidate shall not be proposed or seconded by a member of the Committee.</p>

## **Article 10: Notice of Election of Member**

<p><b>Existing Article 10</b></p> <p><b>Notice of election of member</b></p> <p>On the election of a member the fact shall be notified to him in writing by the secretary by a notice.</p>	<p><b>Proposed Article 10</b></p> <p><b>Notice of selection of member</b></p> <p>a) The result of the interview shall be signed by all the members of the screening subcommittee present in the meeting and handed over to the Secretary of the Club for safe custody till such time it is tabled in the forthcoming Managing Committee Meeting for adoption and approval. After approval of the Managing Committee, the list of selected candidates will be informed about their selection and Membership No. by email as well as speed post / registered post.</p> <p>b) The effective date of becoming a member will be the date on which the candidate had filed the application. In case a candidate who appeared for screening interview is rejected, the membership fee shall be returned after charging the Goods and Services Tax (GST) within 15 days from the date of Managing Committee Meeting.</p> <p>c) If a candidate is unable to appear for the screening interview on a prescribed date, he / she is required to inform the Chairman of Screening subcommittee in writing or via email regarding his/her inability to attend before the date of interview so that his/her name gets included in the next date of interview. In case a candidate fails to appear on three consecutive interview dates, his/her membership fee shall be refunded after charging GST with 15 days from the date of last interview he / she was asked to appear.</p>
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## **Article 11: Ordinary & Dependent Member**

<p><b>Existing Article 11(a)</b></p> <p><b>Ordinary &amp; Dependent Member</b></p> <p>The entrance fee of each candidate applying for 'ordinary' membership of the club shall be Rs.13,00,000/- plus taxes as applicable payable with the proposal for membership. In the event of candidate failing to be elected or the name being withdrawn within Rule 8(d), the entrance fee of Rs 13,00,000/- less expense shall be refunded to such candidate. A dependent candidate seeking membership of the Club during the subsistence of permanent membership (life &amp; ordinary) of the parent shall be eligible for election to ordinary membership of the club, on payment of Rs2,00,000/- plus taxes only by way of entrance fee. A dependent candidate would mean son and daughter aged upto 30 years of age of a member who has completed membership in the club for 10 years prospectively. The committee is empowered to enhance all type of entrance fee from time to time.</p>	<p><b>Proposed Article 11(a)</b></p> <p><b>Ordinary &amp; Dependent Member</b></p> <p>The entrance fee of each candidate applying for 'ordinary' membership of the club shall be Rs 13,00,000/- plus taxes as applicable payable with the proposal for membership. In the event of candidate failing to be selected in the name being withdrawn within Rules 9(d), the entrance fee of Rs 13,00,000/- less expense shall be refunded to such candidate. A dependent candidate seeking membership of the Club during the subsistence of permanent membership, (life &amp; ordinary) of the parent shall be eligible for selection of ordinary membership of the Club, on payment as under:-</p> <p>(i) From 30 years of age - Rs 2 lacs + taxes (by way of entrance fee)</p> <p>(ii) From 30+ to 35 years - Rs 5 lacs + taxes (by way of entrance fee)</p> <p>(iii) From 35+ to 40 years - Rs 7.5 lacs + taxes (by way of entrance fee)</p> <p>A dependent candidate would mean son and daughter aged <b>upto 40 years</b> of age, of a member who has completed membership in the club for minimum 10 years prospectively. The committee is empowered to enhance all type of entrance fee from time to time.</p>
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**Article 11: Exit Compensation**

Existing Article	Proposed Article	Reason for change
Article 11 (b)	Article 11 (b)	
<p>The entrance fee under the category of “Transfer of Membership” shall be Rs 11,00,000/- plus taxes payable with the proposal for the membership under the category.</p> <p>i) The members who are having membership of 20 years or more can apply for their intention to resign. In lieu of his resignation such member shall be entitled to a sum of Rs 2,50,000/- as Exit Compensation after the inclusion of a new member under this category (Transfer of Membership) subject to screening under Article 9 of the memorandum and Article of Association.</p> <p>ii) The other condition shall remain the same as of a ordinary member.</p>	Delete	

**Article 12: Annual Subscription :**

Existing Article	Proposed Article	Reason for change
Article 12	Article 12	
<p>a). The annual subscription of members is Rs 800/- &amp; Rs 2000/- for resident and non-resident members respectively. This subscription shall be paid by all 'members except life, temporary and casual members.</p> <p>(b) The annual subscription of Rs 800/- to the Cub shall be to confined to the categories of members set out in Article 12 resident within the territory of Delhi and N.C.R. and Rs 2000/- per annum from non-resident members.</p>	<p>a). The annual subscription of members is <b>Rs 1200/- &amp; Rs 7000/-</b> for resident and non-resident members respectively. This subscription shall be paid by all 'members except life, temporary and casual members.</p> <p>(b) The annual subscription of Rs <b>1200/-</b> to the Cub shall be to confined to the categories of members set out in Article 12 resident within the territory of Delhi and N.C.R. and Rs <b>7000/-</b> per annum from non-resident members.</p>	Due to steep escalation in prices of everything, the club needs these funds to curtail losses.

**Article 13: Monthly Subscription :**

Existing Article	Proposed Article	Reason for change
Article 13	Article 13	
<p>(a) The monthly subscription of ordinary members resident within a distance of 60 kilometers from the Club shall be Rs 800/- per month or part of month payable in advance.</p> <p>(b) Senior citizen subscription: The annual and monthly subscription of senior citizen over the age of 65 years who has completed 20 years of ordinary membership of Club, shall be charged only 50% of normal subscription fee.</p>	<p>(a) The monthly subscription of ordinary members resident within a distance of 60 kilometers from the Club shall be <b>Rs 1200/-</b> per month or part of month payable in advance.</p> <p>(b) Senior citizen subscription: The annual and monthly subscription of senior citizen over the age of 65 years who has completed 20 years of ordinary membership of Club, shall be charged only 50% of normal subscription fee.</p>	<p>Due to steep escalation in prices of everything, the Club needs these funds to curtail losses.</p>

**Article 55 (e) :**

Existing Article	Proposed Article
<p><b>55(e)</b></p> <p>The Management to invite tenders for all projects as new construction, additions, alterations, repairs &amp; maintenance of existing building, structures, furniture &amp; equipments and where to cost of such projects exceeds Rs 5 lakhs and to capitalized.</p>	<p><b>55(e)</b></p> <p>The Management must invite tenders for all projects above Rs 10 lakhs pertaining to new construction, addition &amp; alteration to the existing assets, repair and maintenance of existing structures, furniture and equipment.</p>

**“RESOLVED FURTHER THAT** Mr. Amit Kumar Garg, (Hon'ble Treasurer), be and is hereby authorized to take all necessary/relevant steps as may be deemed expedient for giving effect to the above resolution for and on behalf of the Company including but not limited to filing of the necessary forms, returns and documents with the competent authorities as may be required and to do such other acts, deeds, things and matters incidental or ancillary to the above matter on behalf of the Company.”

**By the order of the Board  
FOR ROSHANARA CLUB LIMITED**



**Hon. Gen. Secretary**

**Place: Delhi**

**Dated: 2nd June, 2023**



**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013**

**Item No. 1:**

The Managing Committee in its meeting held on 2nd May, 2023 discussed the need of alteration of the Memorandum of Association of the Company as per the provisions of section 4 of the Companies Act, 2013, read with the Companies (Incorporation) Rules, 2014. It may be noted that the alterations are in the nature of additions and deletion of clauses so as to make them in conformity with Companies Act, 2013. A copy of the altered Memorandum of Association is annexed hereto and shall be available for inspection of members during the working hours at the Registered Office of the Company and also at the Extra Ordinary General Meeting.

In terms of section 4 and 13 of the Companies Act, 2013, the consent of the members by way of special resolution is required for Alteration in Memorandum of Association.

None of the Directors, Key Managerial Personnel and the relatives of the aforesaid persons of the Company are interested or concerned in the resolution.

**Item No. 2:**

The Managing Committee in its meeting held on 2nd May, 2023 discussed the need of alteration in the Articles of Association of the Company, the following alterations shall be considered by the members:

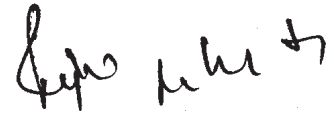
1. The club is considering to modify the Article 8 of the Article of Association of the company. Article 8 stands for Proposal for Membership of every candidate for admission to the Club must be proposed by one member and seconded by another to both of whom he must be personally known; and a proposal letter, signed by the proposer and seconder, must be sent to the Secretary. And from now onwards, the club is considering to revise the clause that from now the applicant candidate shall be proposed by a member and seconded by another, both the members (Proposer & Secunder) must have personally known the applicant so that the esteemed and legacy should be maintained.
2. The club is considering to modify the Article 9 of the Article of Association of the company. Article 9 stands for Election of Members. The Club needs to modify the Clause by addition or deletion of some points to make it smoother for future.
3. The club is considering to modify the Article 10 of the Article of Association of the company. Article 10 stands for Notice of Election of Member that on the election of a member the fact shall be notified to him in writing by a notice. The Club further considering to prescribe the detailed procedure for the same.
4. The Club is considering to modify the Article 11(a) of the Article of Association of the Company. Article 11 (a) stands for Ordinary and Dependent Member. Before modification the Article does not specify the dependent age Criteria for Membership fee and now the Club wants to differentiate the age criteria to gain some income for future correspondence.
5. The club is considering to delete the Article 11 (b) of the Article of Association of the company. Article 11 stands for Exit Compensation of Rs. 2,50,000/-, when a member completes its twenty years or more with the club and intends to resign, they are entitled to get the exit compensation, after the inclusion of new member. The club now wants to withdraw that exit compensation.

6. The Club is considering to alter the Article 12 of the Articles of Association of the Company. Article 12 stands for Annual Subscription of the Club. As on date, the Annual Subscription for members and non-resident members is Rs 800/- and Rs 2000/- respectively and now the club is revising the amount of Rs. 800/- to Rs. 1200/- and Rs. 2000/- to Rs. 8000/- . Due to steep escalation in prices of everything. The Club needs these funds to curtail losses.
7. The Club is considering to alter the Article 13 of the Articles of Association of the Company. Article 13 stands for Monthly Subscription of the Club. As on date, the Monthly Subscription for members resident within a distance of 60 kilometers from the Club is Rs 800/- per month. and now the club is considering to revise the amount from Rs. 800 to Rs. 1200/- Due to steep escalation in prices of everything. The Club needs these funds to curtail losses.
8. The Club is considering to modify the Article 55(e) of the Article of Association of the Company. Article 55 (e) stands for Tender invitation of the projects above 5 lakhs which the club now considering to revise the amount by 10 Lakhs to save the time spent for approvals below 10 Lakhs.

In terms of section 5 and 14 of the Companies Act, 2013, the consent of the members by way of special resolution is required for amendment in Articles of Association of the Company.

None of the Directors, Key Managerial Personnel and the relatives of the aforesaid persons of the Company are interested or concerned in the resolution.

**By the order of the Board  
FOR ROSHANARA CLUB LIMITED**



**Hon. Gen. Secretary**

**Place: Delhi**

**Dated: 2nd June, 2023**

**NOTE:**

1. Members are requested to notify immediately any change in their address to the Company quoting their Membership Numbers.
2. All documents referred to in the accompanying Notice and the Explanatory Statement, if any, shall be open for inspection at the Registered Office of the Company during normal business hours (10.00 a.m. to 6.00 p.m.) on all working days except Sundays, upto and including the date of the Extra-Ordinary General Meeting of the Company