

MEMORANDUM OF ASSOCIATION & BYE - LAWS OF SAI TRIVANDRUM GOLF CLUB

(Reg.No. TVM /TC/1707/2014)

**(A Society Registered under the Travancore Cochin
Literary, Scientific & Charitable Societies Registration Act, 1955)**

- 1. Name:** The Name of the Society shall be **SAI TRIVANDRUM GOLF CLUB**,
(hereinafter called the CLUB)
- 2. REGISTERED OFFICE & ADDRESS:** The Registered Office of SAI TRIVANDRUM GOLF CLUB shall be at
SAI Trivandrum Golf Course premises,
Golf Links Road, Kowdiar Post,
Thiruvananthapuram - 695003, Kerala State.
- 3. AREA OF OPERATION OF THE CLUB:** The Area of Operation of the Club shall be within the Trivandrum District or as the Governing Body may decide from time to time.
- 4. COMPETENT AUTHORITY:** The District Registrar (General), Trivandrum, shall have the Jurisdiction to perform the functions of the Competent authority.

5. AIMS & Objects

The objects for which Society is established are:-

To establish a Golf Club

- i) To encourage, promote and manage the game of Golf in particular and other sports, games, pastimes and to encourage fellowship between the Members of the Club.
- ii) To facilitate Golf education and promote Golf Tourism in the State.
- iii) To conduct a Golf and Social Club for the Members of the Club and their Families, Friends, Guests and Visitors, Tourists, and generally afford to them all the usual privileges, advantages, conveniences etc. of the Club.
- iv) To provide practice facilities whereby Members, Students, Tourists or any other person can practice or be provided coaching in the game of Golf and other sports.
- v) To acquire by Purchase, Lease, License, Permits or otherwise and thereafter to own manage, lease out or operated Golf courses and grounds and to lay out, prepare and maintain the same for Golf and other athletic sports or pastimes, Swimming pools, Academic premises, play grounds, and to build or otherwise provide Club House, dormitories, pavilions, dwelling houses, and bungalows, workshops, stables, sheds, motor houses, water tanks, and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain the same, and to permit the same to be used by Members and employees of the Club and others, either gratuitously or for payment.
- vi) To transfer and admit all eligible Members of The Trivandrum Golf Club (as on the date of take over by Government of Kerala) as Members of the Club and preserve their rights and privileges as

provided under Clause 8 of the Memorandum of Understanding dated 23rd July 2014 entered into between the Government of Kerala and Sports Authority of India.

- vii) To protect the rights of the Staff of the Trivandrum Golf Club (as on the date of take over by Government of Kerala) as provided under Clause 8 of the Memorandum of Understanding dated 23rd July 2014 entered into between the Government of Kerala and Sports Authority of India.
- viii) To nurture and maintain Golf Course, develop horticultural facilities for plants, trees and turf grass, including nursery greenhouse hydroponics for self - use and supply to external contractors, or for sale to Members.
- ix) To develop irrigation facilities, rainwater harvesting, water treatment plant, sewage treatment plant, for effective water management.
- x) To develop a bio-gas plant to produce bio-gas or gobar gas for self use or for sale.
- xi) To develop wind, solar and other alternative sources of energy for self use of the Club and for sale and supply to the power grid of Kerala.
- xii) To lease advertising, hoardings and signage to generate revenue for the use of the Club.
- xiii) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects.

6. DECLARATION:

We the several persons, whose Name and Address are given at the end of this document, having associated ourselves for the purpose described in the Memorandum of Association do hereby subscribe our Names to this Memorandum of Association and set our respective and several hands hereinto and form ourselves into a Society under the provisions of the Travancore Cochin Literary, Scientific and Charitable Societies, Act (Act XII of 1955) this, the 15th October 2014 at Thiruvananthapuram.

In accordance to the decisions taken in the Ad Hoc Governing Body Meeting of the SAI Trivandrum Golf Club, held on 15-10-2014, which included the Registration of the Club, the Meeting unanimously constituted a Governing Body with the following Members as Office Bearers for a period of 5 years .

The Management Control and Administration of the Society is entrusted with the Governing Body:-

Sl.No.	Name	Designation	Signature
1	Mr. Jiji Thomson IAS Annamaria, NCC Road Ambalamukku, Peroorkada, Tvm - 695005	President Nominated by Sports Authority of India	Sd/-
2	Dr. G. Kishore Principal, SAI LNCPE Trivandrum	Vice - President Nominated by Sports Authority of India	Sd/-
3	Sri. T.P. Mohandas Accounts Officer, SAI LNCPE	Treasurer Nominated by Sports Authority of India	Sd/-
4	Sri. S.N. Raguchandran Nair SI Property, Trivandrum- 695003	Secretary	Sd/-
5	Shri. John Thomas 32, Devapalan Nagar, Peroorkada P.O., Thiruvananthapuram – 695005	Captain of the Club	Sd/-
Nominees from Government of Kerala			
6	Secretary (General Administration Department) Govt. of Kerala	Member	Sd/-
7	The Secretary to Government (Tourism Department, Govt. of Kerala)		Sd/-
8	The Secretary to Government Sports & Youth Affairs, Trivandrum	Member	Sd/-
9	The District Collector, Trivandrum	Member	Sd/-
Nominees of Sports Authority of India – Nominated by the Director General Sports Authority of India			
10	Shri. M. Ayyappan CMD, HILL Healthcare Ltd. Trivandrum	Member	Sd/-
11	Shri. Varugese M.S. Deputy Director SAI -LNCPE, Tvm.	Member	Sd/-
12	Shri. K. Thomas Jacob, C.A. Kalappilayil, Krishna Gardens Golf Links Road, Kowdiar Trivandrum – 695003	Member	Sd/-
13	Shri. K. Srikant, Skyline Plaza Vellayambalam, Trivandrum	Member	Sd/-
14	Shri. T.K. Thomas TC 11/1757, Pavithra Charachira Road, Kowdiar P.O., Trivandrum – 695003	Member	Sd/-

7. DECLARATION:

We the several persons, whose name and address are given at the end of this document, having associated ourselves for the purpose described in the Memorandum of Association do hereby subscribe our names to this Memorandum of Association and set our respective and several hands hereinto and form ourselves into a society under the provisions of the Travancore Cochin Literary, Scientific and Charitable Societies, Act (Act XII of 1955) this, the 15th October 2014 at Thiruvananthapuram.

RULES AND REGULATIONS OF SAI TRIVANDRUM GOLF CLUB

1. SHORT TITLE AND COMMENCEMENT

These Rules and Regulations may be called the Rules and Regulations of SAI Trivandrum Golf Club.

2. DEFINITION

In these Rules and Regulations, unless the context otherwise requires:-

- 2.1 " the Act" means the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act, 1955, including any statutory modifications or re-enactment for the time being **in force**.
- 2.2 "Apex Committee" - means the Apex Committee constituted as per G.O.(Ms) No. 261/14/GAD dated 23/09/2014.
- 2.3 "the Club" means SAI Trivandrum Golf Club.
- 2.4 "the Governing Body" means the Nominated or Elected Persons, inclusive of Members Nominated by the Sports Authority of India.
- 2.5 "Members" means persons who have completed twenty one years of age and who have taken Membership directly in the SAI Trivandrum Golf Club and those who have become Members by virtue of the provisions contained in the Memorandum of understanding dated 23 rd July 2014 executed between the Government of Kerala and Sports Authority of India.
- 2.6 "Governing Body Meetings" means Meetings of the Members of the Governing Body.
- 2.7 "Meetings" means Governing Body or Annual Body Meeting or Extraordinary General Body Meetings.
- 2.8 Unless the context otherwise requires, words or expressions contained in these Rules and Regulations shall bear the same meaning as in the Act but excluding any statutory modifications not in force when these Rules and Regulations become binding on the Club.
- 2.9 All words which signify the singular shall also include plural and all words which signify the male shall also include the female.
- 2.10 "Government" means the Government of Kerala.
- 2.11 "Financial Year" means the year starting from 1st April to 31st March.

3. CLUB

The SAI TRIVANDRUM GOLF CLUB is established for the purposes expressed in the Memorandum of Association dated 15, Oct, 2014

4. Membership

- 4.1 Membership of the Club shall be open to all persons who have completed the age of 21 years and above except Student Members shall be eligible for all categories of Membership as specified hereunder.
- 4.2 Each approved Member shall be bound by these Rules and Regulations and any Bye-Laws and conditions of Membership.
- 4.3 All Applications for Membership under Golfing Member, Corporate Member, Service Member, Social Member, and Temporary Member will be scrutinised by the **Screening Committee** constituted by the Governing Body for ascertaining their eligibility.

5. CLASSIFICATION OF MEMBERSHIP

There shall be 9 classifications of Membership:

1. Golfing Member
2. Corporate Member
3. Service Member
4. Honorary Member
5. Special Invitee Member
6. Temporary Member
7. Social Member
8. Student Member
9. Dependent Member
10. Close Relative Member

6. ELIGIBILITY FOR MEMBERSHIP AND DEFINITIONS

6.1 GOLFING MEMBER

- 6.1.1. Golfing Member means a person who applies to the Club to avail Membership for playing Golf whose proposal is accepted by the Governing Body and who pays the prescribed Entrance Fee, subscription and any other fee or maintenance charges decided by the Governing Body from time to time. Such Golfing Member shall maintain a Handicap by playing regularly, unless he is exempted from playing by the Governing Body and the Golfing Member should maintain a Handicap, at least for a period of 5 years from the date for becoming a Golfing Member. A Golfing Member who does not maintain a valid Handicap for the next 5 years may convert his Membership as a Social Member by paying an additional Entrance Fee as applicable on the date of his becoming a Social Member. Once a Golfing Member gets converted as a Social Member, he will lose the right to vote from the date of such conversion. All Golfing Members shall have voting rights.
- 6.1.2. By virtue of the provisions contained in the Memorandum of Understanding dated 23.07.2014 signed by the Government of Kerala and Sports Authority of India, all valid Members of The Trivandrum Golf Club as on 31/03/2015 recommended by the Secretary of The Trivandrum Golf Club shall be absorbed as Golfing Members on the date of registration, without Entrance Fee. They shall have voting rights. These Members will not be eligible for refund of any Entrance Fee paid to the Trivandrum Golf Club earlier, on their ceasing to be a Member.

6.2. CORPORATE MEMBER

Corporate Member means a Company Registered under the Companies Act, Nationalised Bank, Statutory Body/Corporation, Trust, Limited Liability Partnership Firm or Proprietary Concern. Such Institution can Nominate not more than 2 persons to use the Club by paying such sum as may be determined by the Governing Body and such persons Nominated should be from the Top Managerial Cadre of the Institution by Name which may be changed from time to time according to the exigencies of service-to avail the amenities of the Club and they shall pay the Subscription applicable as determined by the Governing Body. Such Corporate Membership will automatically cease after a period of **20 years** from the date of admission. A Corporate Member shall not have voting rights.

6.3 SERVICE MEMBER

A Service Member means any personnel of All India Services, serving in Kerala, Judicial Officers of the rank of High Court Judges and Class I Officers of SAI. A Service Member could be either a Golfing Service Member or a Social Service Member. Only a Golfing Service Member shall have voting rights. Even after retirement, the Membership will continue.

6.4 HONORARY MEMBER

Any distinguished or eminent Citizen, who have done outstanding service to the game of Golf or to the Club and whose Membership will be an Honour to the Club, duly recommended by the Governing Body may be invited to be an Honorary Member. He shall have no voting rights and need not pay any Entrance Fee. Such Member's spouse and dependent children below the age of 21 years are eligible to use the Club's facilities. The total number of such Members will be decided by the Governing Body from time to time bearing the best interest of the Club.

6.5 SPECIAL INVITEE MEMBER

In very rare circumstances the Governing Body by unanimous decision may extend special invitation to such eminent persons whose Membership will be an asset to the Club for a period of three years at a time. However, such invitations shall be restricted to a maximum of two per year and on payment of such fees as prescribed for each person by the Governing Body, subject to the condition that there shall be not more than eight such Special Invitee Members at any point of time.

6.6 TEMPORARY MEMBERSHIP

This Membership for a period of three years is open to persons who are employed in Trivandrum and who belong to All India Service (Non -Kerala Cadre) or Commissioned Officers of the Defence Services or Chief Executives of Companies/Corporations/Federations of National or International Standard/ repute, or Officers of Central/State Government/PSU/Autonomous Bodies provided they are either Golf Players or are keenly interested in the game of Golf. The Governing Body may extend the period of Temporary Membership for a further period of one year, provided the Member continues to be employed in the same or higher post in which he/she was, when he / she was admitted as a Temporary Member, and subject to payment of fees prescribed by the Governing Body. In no case shall Temporary Membership continue for more than four years (which is inclusive of the extended period).

Temporary Member shall have **all** the privileges of a Member other than voting rights and serving on the Governing Body.

6.7 SOCIAL MEMBER

Social Member means those Members who are not keen to play Golf but who are desirous of availing facilities available in the Club. They shall have no voting rights.

- ii Any Social Member may convert his Membership, as a Golfing Member upon obtaining a Handicap as per Rules framed by the Governing Body from time to time and the Governing Body has the power to accept or decline such application for Golfing Membership. In the event of a Social

Member possessing a valid Handicap being approved by the Governing Body to be a Golfing Member, such a Social Member shall have the right to vote by virtue of becoming a Golfing Member. However, such a Member is not entitled to any refund in his Entrance fees already paid.

6.8 STUDENT MEMBER

To promote the game of Golf, Student Membership is granted to children (who are School or College going) between the age of 8-21 years. Student Members are required to submit at least six cards a Month. Playing rights on the Course will be based on their Handicap. The Fees for Student Membership will be decided by the Governing Body from time to time. A Student Member can only use the facilities as decided by the Governing Body. Parents of the Student Member shall be liable for the liabilities to the Club committed by the Student Member.

6.9 DEPENDENT MEMBER

A Dependent Member means the wife or dependent children only of the Member including those of Members absorbed as per Clause 8 of Memorandum of Understanding dated 23-07-2014 between Government of Kerala and Sports Authority of India.

- i. **Privilege of a Spouse and Dependent children of Member:** Spouse and Dependent Children - not exceeding 21 years of age - of Members may use the Club and facilities subject to payment of charges as applicable to Members. Spouse and Dependent Children of any Member may play Golf and take part in Tournaments conducted by the Club, provided he has a valid Handicap Certificate.
- ii. **Spouses and Dependent Children of Deceased Member:** Spouses of a Deceased Member may continue to use the facilities of the Club by applying to the Secretary in writing. On approval by the Governing Body, the Spouse and Dependent Children not exceeding 21 years of age of a Deceased Member will be entitled to use the Club by paying the Subscription and any other levy. The spouse of a Deceased Member shall not be entitled to attend, speak, vote or seek election at the Meeting of the Club.

6.10 Close Relative Member

A Golfing Member / Social Member having five years (which includes his / her Membership period in The Trivandrum Golf Club) of standing in his / her credit may propose his / her son / daughter, son-in-law / daughter-in-law under this category to be considered under Golfing or Social Member, once in five years subject to a total of two in his / her life time. The total number of Close Relative Members admitted in a Financial Year shall not exceed 10. Close Relative Category shall remit Entrance Fee as applicable to the Service Member.

7. MEMBERSHIP

- i. A candidate desirous of admission as Member shall apply in writing to the Secretary of the Club, specifying the category of Membership under which the Application is to be considered, along with his/her **full Bio-data**, proposed and seconded by the two Golfing Members, without arrears or by two Governing Body Members.
- ii. The Governing Body after receiving the Scrutiny Report from the Screening Committee, will, if approved at its Meeting, authorise the issue of Application Form to the Candidate. Application for Membership in the prescribed form along with 10 percent of the Membership fee as applicable for the category applied for should be submitted before the prescribed date. If the Application is not found **in** order, it will be rejected by the Governing Body and the amount shall be refunded without interest.
- iii. The Governing Body shall fix an annual quota for admission of Members under each category of Membership with a view to promote game of Golf, Golf Tourism and to extent facilities of the Club to the public. If valid and approved applications are received in excess of the quota fixed, then the Membership will be awarded by seniority unless for reasons to be recorded for any out of turn consideration. Approved applications not admitted due to non-availability of vacancies for that year will be carried forward to the next round of admissions where they will enjoy appropriate seniority in the waiting list. These Applicants however will be required to pay the prevailing Entrance Fee at the time of their Admission.

- iv. When the formal aforesaid Application is received and if the same is found to be in order, an intimation will be sent to the Applicant to the effect that he/she has been taken on the Rolls of the Club as a Member Elect. The Applicant's Name will also be posted on the Club Notice Board. The Applicant's desire to become a Golfing member shall be considered after a lapse of Six months from the date of posting his/ her name on the Notice Board. Until the confirmation of the Membership such Applicants shall be known as Member Elect.
- v. During the aforesaid period of Six Months, the Golfing member Elect is expected to play Golf if already a Golf player or get acquainted with the game of Golf by practicing in the Club, and procure a Golf set. The member Elect's eligibility for admission as a Member shall depend on the sustained interest he takes in the game of Golf. During this period the Member Elect is required to play a round of Golf with the Captain or his Nominee.
- vi. After the period of Six Months the Member Elect's Application will be considered along with the Captain's Report - if already a Golfer with a Handicap even earlier and the Governing Body shall publish his / her name on the Notice Board. He / She shall pay the balance amount of Entrance fee etc. within one month on receipt of intimation from the Club and he/she will become a Golfing Member.
- vii. An Applicant whose application for membership has been rejected shall not be entitled to apply for membership before the expiry of 12 months from the date of such rejection. No member shall propose or second more than two Application during a year (April to March)
- viii. The member Elect is eligible to make use of all the amenities and facilities provided by the Club (except bringing in guests) and shall clear the Club Bills promptly. The member who proposed the name of the Member Elect shall be liable to ensure that all dues of the Member Elect to the Club are cleared.
- ix. Under no circumstances shall the Member Elect be eligible for refund of part Entrance Fees paid along with the Formal Application.

8. CESSATION OF MEMBERSHIP

Membership of the Club may cease on the occurrence of any one of the following.

- i. On voluntary resignation
- ii. On death of the Member
- iii. On being adjudicated insolvent by a Court of a competent jurisdiction
- iv. Any Member who is convicted by a Court of Law of an offence involving moral turpitude.
- v. By his/her not paying Club subscription or Bill after due notice.
- vi. By expulsion by the decision of $\frac{3}{4}$ th majority of Members present and voting at the General Body Meeting.
- vii. By not nominating or confirming earlier nominations for five consecutive years in the case of Corporate Member.
- viii. In the event of violation of the Rules & Regulations of the Club

9. EXPULSION OF MEMBERS

- i. If in the opinion of any Office Bearer or Member of the Governing Body or if at least 15 Members of the Club certify to the Governing Body that the conduct of any Member is injurious to the character, interest, harmony or good order of the Club, then such a Complaint should be placed by the Secretary before the Governing Body which shall take cognizance of such conduct.
- ii. If the Complaint is prima facie found to be genuine, the Member concerned will be notified by the Governing Body by way of a Show Cause Notice for the acts committed by him/her and to offer explanation within 5 days of receipt of the same in writing and such explanation shall be sought by a letter sent through registered post or courier and a copy of the complaint shall be enclosed to such Member.
- iii. If the Explanation offered by the Member is not satisfactory the Governing Body shall issue a charge Memo and proceed with the Enquiry proceedings and thereafter take appropriate disciplinary action against such Member as per the rules of the Club or the Standing Orders whichever is prevailing at the time of such action.

- iv. If the Governing Body after perusing the complaint and explanation, if any, offered, or after enquiry as the case may be, decide that Member concerned is guilty of misconduct or moral turpitude then the Governing Body is empowered to expel such Member forthwith. If the Governing Body is of opinion that the misconduct alleged is not grave or serious, the Governing Body is empowered to suspend such Member for any period or may discharge / pardon him of the complaint.
- v. In case no explanation is given by the Member, it shall be deemed that such Member has no explanation to offer and such Member is guilty of the acts committed by him/her and the Governing Body shall proceed with necessary action accordingly.
- vi. If a member is expelled, he has a right of Appeal before the General Body in the next General Body Meeting held by the Club. However, such expelled Member cannot re-enter the Club or use the Club and facilities on the ground of preferring an appeal to the General Body. The decision of the Governing Body may be set aside or modified by the General Body on appeal by the aggrieved Member facing expulsion.
Provided that the decision of the Governing Body can set aside or modified only by a majority of $\frac{3}{4}$ th of the Members present at the General Body Meeting.
- vii. The suspended Member shall not be allowed entry in the Club as guest of any Member during the period of suspension. However, the suspended Member will be entitled to all the privileges to use the Club after the expiry of the period of suspension. During the period of suspension, such suspended Member shall be liable to pay Annual Subscription or any other Fee due to the Club.
- viii. Non - settlement of dues in Spite of repeated reminders shall also result in expulsion of the Member from the Membership of the Club.
- ix. The expelled Member is liable to clear all dues to the Club, failing which the Club is at liberty to realise the same from him/her and his/her assets through appropriate Legal remedies.
- x. In any event, the Club has incurred any other loss on account of the act or conduct of such Member, the Club shall be entitled to realize the actual loss incurred from such Member and the said Member shall be liable to make good the loss suffered by the Club.
- xi. In addition to the above, the Member shall be subject to the above proceedings for conducts that have not been specifically spelt out in this Bye- law and those mentioned in the standing Orders to be formulated by the Governing Body in due course.

10. ENTRANCE AND SUBSCRIPTION FEES

10.1 ENTRANCE FEE

For the present the Entrance Fee and Club facility deposit for the various categories of Membership shall be prescribed by the Apex Committee / Governing Body from time to time.

10.2 GREEN FEES

Green fees will be applicable for all new members of the club. Social Members and members of the Trivandrum Golf Club who were admitted as Golfing Members will be exempt from paying green fees.

10.3 SUBSCRIPTION FEES

Every Member shall pay Annual Subscription Fees as fixed by the Governing Body from time to time.

1.	Golfing Member	-	₹ 5,000 per annum
2.	Service Member	-	₹ 5,000 per annum
3.	Corporate Member	-	₹ 10,000 per annum
4.	Temporary Member	-	₹ 5,000 per annum
5.	Honorary Member	-	Nil
6.	Student Member	-	₹ 2,500 per annum
7.	Invitation Member	-	₹ 1,000 per annum
8.	Social Member	-	₹ 10,000 per annum
9.	Spouse of Deceased Member	-	₹ 1,000 per annum
10.	Close Relative Member	-	₹ 5,000 per annum

- 10.4** In addition to all Fees / Subscription / Charges/ Costs etc, the Member shall be liable to pay applicable Taxes, Cess, Fees and other statutory outgoings at such rates fixed by the appropriate Government/Local Bodies as the case may be from time to time.
- 10.5** Members shall pay Annual Subscription within 45 days from the 1st April of the Financial year. No Member shall be entitled to use the Club if he does not pay the Annual Subscription within the stipulated time. The payment shall be effected through Cheque / Demand draft drawn in favour of the " SAI Trivandrum Golf Club" drawn at any Nationalised / Scheduled banks at Trivandrum. E-remittance through visa / Master Debit / Credit Card to the Accounts of the Club is also admissible.
- 10.6** The rates of Green Fee, Hire Charges for Golf Cart, Caddy Fees, Charges for Coaching etc. will be decided by the Governing body at appropriate intervals and separate Orders issued accordingly.
- 10.7** A Register of Members in which all information about Members shall be maintained. Every Member shall inform the change of Address as soon as possible. All communications to the Member shall be made to the last given Address. If the Member does not furnish his new Address (in case of change in Address) all communications served to him in the Address available with the Club shall be deemed to be served to him and received by him. Every Member shall be issued with an ID card containing their full details and they can enter the Club only by using the ID card.

11. AFFILIATED MEMBERS

- 11.1.** Affiliated Member is a person who is a Member of an affiliated Club with which the Club's reciprocal arrangements are in effect.
- 11.2.** The Governing Body may at its discretion deny facilities to any Member of any affiliated Club without assigning any reason.
- 11.3.** The Affiliated Member shall not be entitled to extend the facilities of the Club to his guest.

12. VISITORS AND GUESTS

- 12.1** Golfing and Social Members may introduce as Guest, Persons who have not been so entertained previously on not more than eighteen occasions in any calendar year.
- 12.2** Members introducing Guests under this Rule shall be responsible for entering the names of such Guests with address and other required details in the visitors Book on all occasions.
- 12.3** No Temporary or Affiliated Member shall introduce Guests to the Club.
- 12.4** Walk - In - Golfers: Walk -in - Golfers holding valid Handicap from a recognized Golf Club but not introduced by our Members may play on not more than eighteen occasions in any calendar year with the permission of the Secretary or the Captain. They are liable to pay Guest Fees.
- 12.5** The Guest Fee shall be fixed by the Governing Body and is entitled to revise it from time to time. A guest paying green Fee need not pay any further Guest Fee for using the Club facility.

13. RIGHTS RESPONSIBILITIES AND LIABILITIES OF MEMBERS

Every Member of the Club shall:

- i. Be issued with a Certificate of Membership signed by the President / Vice President and Secretary;
- ii. Be entitled to use and enjoy in common with other Members of the Club, the facilities provided, at such charges and at such times as advertised, including meals, refreshments and such other things provided by the Club for the Members.
- iii. Ensure that the complaints are put in writing to the Governing Body and not aired within the Club facility, which by doing so may upset the harmony among the Members. Failure to adhere to this would be looked upon as dissention.
- iv. Be entitled to pre-book Tee times for themselves and playing partners. However any Member found abusing this facility by not arriving to play at booked Tee time and not having given reasonable notice of at least two hours will have this concession removed unless a reasonable and valid reason is forthcoming.

- v. Agree to be joined with other Members at weekends in four balls to encourage friendship amongst Members and to enable more Members to play at busy times.

14. MEMBERS ACCOUNT

- 14.1** Every item of expenditure incurred by Members shall be acknowledged by the full and legible signature of the Member along with his/her Membership number. Failure to adhere to this will be construed as an act of misconduct.
- 14.2** The Account of every Member shall become due on the First day of the following month to which the transactions relate. It is the responsibility of the Members to ascertain from the Club his/her dues to the Club, whether he is in receipt of the bills or not, after the 15th day of the month.
- 14.3** Any observation on the bills should be raised within 15 days of receipt of the same.
- 14.4** All Accounts should be settled before the 30th day of following month. If bills are not settled by a Member for two consecutive months, then the Secretary shall forward a Registered Letter to such Member inviting his attention to the default committed by the Member. If the Account is not settled within fifteen days, a copy of the Letter will be put up on the Notice Board of the Club. If the Account is not settled by the Member with fifteen days from the date of posting, then such Member in default will not be entitled to use the Club or take part in Tournaments until the Member settles the Accounts in full. If the Annual Subscription is not paid within forty five days from 1st April of the Financial year, then the same procedure set out above will be followed by the Secretary.
- 14.5** If in the opinion of the Governing Body, a member systematically defaults to pay the bills and keeps up the arrears, the credit limit of such Member shall stand withdrawn for the next Six months and defaulting Members who pays up the arrears after publication of his/her name on the Notice Board, will not be entitled to avail credit facility for the next Six Months from the date his/ her name is published on the Notice Board.

15. ABSENCE ABROAD

Members intending to reside abroad for one year or more shall be liable to pay 50% of the Subscription, provided that they have given not less than one Month's prior written Notice to the Governing Body of their intended absence, failing which they shall continue to pay the subscription Fees at the full rate. Members returning from abroad may resume their Membership upon payment of the pro-rated balance of the relevant year's Subscription.

16. GOVERNING BODY AND ITS POWERS

- 16.1** The affairs of the Club shall be managed by the Governing Body- for the present the following Committee of fourteen Members Nominated by SAI - as follows - will constitute as the Governing Body. The Adhoc Governing Body will be a regular Governing Body on registration of this society.

- | | | |
|----|--|---------------------|
| 1 | Mr. Jiji Thomson, I.A.S.
'Annamiria', NCC Road
Ambalamukku, Peroorkada
Thiruvananthapuram 695 005 | President |
| 2. | Dr. G. Kishore, Principal SAI LNCPE
Trivandrum | Vice - President |
| 3. | Sri. S.N. Raguchandran Nair
SI Property, Trivandrum | Secretary |
| 4. | Sri. T.P. Mohandas
Accounts Officer, SAI LNCPE | Treasurer |
| 5. | Shri. John Thomas
32, Devapalan Nagar, Peroorkada P.O.
Trivandrum - 695005 | Captain of the Club |

Nominees from Government of Kerala

- | | | |
|----|---|--------|
| 6. | Secretary (General Administration
Department) Govt of Kerala | Member |
|----|---|--------|

- | | |
|---|--------|
| 7. The Secretary to Government
(Tourism Department Govt. of Kerala) | Member |
| 8. The Secretary to Government
Sports & Youth Affairs, Trivandrum | Member |
| 9. The District Collector, Trivandrum | Member |
| Nominee of Sports Authority of India- Nominated by the Director General Sports Authority of India | |
| 10. Shri. M. Ayyapan CMD, HLL
Healthcare Ltd. Trivandrum | Member |
| 11. Shri. Varugese M.S. Deputy
Director SAI - LNCPE, Trivandrum | Member |
| 12. Shri. K. Thomas Jacob, C.A.
Kalappilayil, Krishna Gardens
Golf Links Road, Kowdiar
Trivandrum - 695003 | Member |
| 13. Shri. K. Srikanth
Skyline Plaza
Vellayambalam, Trivandrum | Member |
| 14. Shri. T.K. Thomas
TC 11/1757, Pavithra, Charachira Road
Kowdiar P.O., Trivandrum - 695003 | Member |

This shall be the first Governing Body of the Club, which will have tenure of five years nominated by the sports Authority of India. The future Governing Body Members, consist of The President, Vice - president and Treasurer shall be the representatives of sports Authority of India. The Secretary and the Captain shall be elected from the Members of the Club having voting rights. There shall be four nominees from Government of Kerala. There shall be five nominees from Sports Authority of India (Government of India) in the Governing Body.

Out of the four officials from the Government of Kerala consisting of Secretary - General Administration Department, Secretary - Tourism Department, Secretary - Sports & Youth Affairs and District Collector Trivandrum. Five members representing SAI (Government of India) shall be nominated by Director General Sports Authority of India.

16.2 The term of Office of the elected Governing Body shall be three years. The retiring Members are eligible for re- election / nomination.

16.3 The Governing Body may appoint any person as Manager of the Club and fix his / her remuneration and define powers and duties and delegate to him / her such functions as it may deem desirable or expedient.

17. THE ADMINISTRATIVE POWERS OF THE GOVERNING BODY

17.1 Secretary under the supervision and control of the president shall be in overall charge of the administration of the club. In his absence, Golf Captain shall exercise his functions or as decided by the Governing Body Members. Separate set of administrative powers for the Governing Body and Secretary shall be issued ensuring transparency and accountability of the functionaries by Governing Body with the approval of the Apex Committee.

17.2 Tee off timings, Course Closure Timings, use of mobile phones at Course, Club etc. on the Course shall be decided by the Governing Body in consultation with the Golf Captain or any other Officer of the Club as the case may be and Orders issued.

- 17.3 Meeting of the Governing Body shall be called at least once in a months and more often, if found necessary, with the approval of the President.
- 17.4 The Secretary shall call for Special Meeting of the Governing Body whenever desired to do so by the President, with three day's Notice.
- 17.5 The quorum for the Governing Body Meeting shall be five of the Members present.
- 17.6 Any Governing Body Member who absents himself/herself/ for three consecutive Meetings of the Governing Body without leave of absence shall automatically cease to be a Member of the Governing Body.
- 17.7 **VACANCIES**
Any vacancy arising during the term of the Governing Body shall be filled up by Nomination by the Governing Body within two weeks of such vacancy arising from among themselves or from the Members subject to eligibility under the Rules.
- 17.8 The Governing Body shall have power to form standing Orders to regulate the use of the Club, Course, etc. Any of the Governing Body Members or members can be elected /nominated as Member In charge of Finance, Marketing, Games / Catering, Entertainment , Building, Garden, Public Relations, Tourist Promotion, Welfare of Members, Staff, etc. Each of the Governing Body Members or member in charge of the above activities of the Club is accountable to the Governing Body.
- 17.9. The Governing Body shall have the power to enact and amend the Executive Rules and Regulations and appoint Sub - committees, in which they may delegate such powers as they think fit. The Governing Body may co-opt Members if they feel that the Co-opted person is considered to have valuable experience or knowledge of the Sub- Committee business.
- 17.10 Rules and Procedures for election of Office Bearers and Members of the Governing body shall be formulated by the Governing Body / Adhoc Committee within four years from the date of Registration of the Society. All members shall be bound to follow such Rules & Regulations.
- 17.11 The Governing Body shall also have powers from time to time to make, vary, amend, repeal and re-enact Standing Orders and Regulations not inconsistent with these Rules as may be necessary or expedient or convenient for the proper conduct, management or control of the Club.
- 17.12 All the matters, unless, specifically mentioned in these Rules shall be decided by the Governing Body. In case of equality, the Chairman/ President shall exercise his/her casting vote.

18.FINANCIAL POWERS

- 18.1 A separate set of financial Rules as applicable to Government Societies ensuring transparency of all activities and accountability of functionaries shall be issued by the Governing Body with the approval of the Apex Committee.

19.ACCOUNTS

- 19.1 The Books of Accounts shall be kept at the Registered Office of the Club or at such other place as the Governing Body thinks fit and such documents shall be audited by a Chartered Accountant or Accountants appointed as Auditors once in a year and placed in the Governing Body and Annual General Body Meeting. Casual vacancies in the appointment of Auditors, remuneration etc shall be fixed by the General Body or Governing Body as the case may be.
- 19.2 The provisions of the Travancore- Cochin Literary Scientific and Charitable Societies

Registration Act, 1955 and provisions contained in the Memorandum of Understanding dated 23-07-2014 entered into between the Government of Kerala and Sports Authority of India shall apply to the extent not provided in these Rules and Regulations.

- 19.3 For the day - to - day Financial transactions of the Club, one or more Bank Account shall be opened with any of the Nationalized Banks or Scheduled Banks. All monies received shall be deposited in a Nationalised Bank or Scheduled Bank in the name of the Club and the Bank Account Shall be operated jointly by the Treasurer and Secretary or any member of the Governing Body specifically authorized for that purpose.
- 19.4 The Governing Body shall have powers to engage and dismiss any Officer, Officers and Employees of the Club and to determine their respective powers and duties and to fix their salaries or remuneration and their conditions of service and privileges, as per the provisions
- 19.5 The Governing body shall have the power to borrow any sum or sums of money from Members, Financial or Banking Institutions, or others, upon such terms and conditions if it deems fit and necessary for the best interest of the Club, reason for which it taken is recorded and authenticated by the Members present.
- 19.6 The Club can sue or be sued in its own name in the course of carrying on its objects. Any such suit or other proceedings in the name and on behalf of the Club shall be instituted, filed, defended, contested and otherwise with by the Secretary or in his absence by the president.
- 19.7 The Governing Body may delegate, if necessary after reasons to be justified, any of their powers to any Member or members of the Governing Body.

20. RIGHTS AND DUTIES OF THE PRESIDENT

20.1 The President

The President shall be head of the Club and shall take the Chair at all meetings of the Members of the Club or of the Governing Body and shall regulate the proceedings in accordance with these Rules. He shall have the right of a casting vote whenever necessary. In the absence of the president, the Vice president shall chair the Meeting of the Governing Body.

20.2 The Vice - President

The Vice - President shall chair the Meeting of the Governing Body in the absence of the president. He shall perform the duties of Secretary in his absence.

20.3 The Secretary

The Secretary will look after the routine works of the Club. He shall keep the Registers, Records and other Documents and shall correspond on behalf of the Club. All important and policy matters shall be subject to the approval of the president or Governing Body. He shall keep track of the properties of the Club. He shall keep in touch with the Members and shall inform them regarding Meetings and other functions and programmes. He shall keep the Minutes of all the Meetings and Reports of all functions and programmes arranged by the Club. He shall be accountable to the Governing Body and the President . In the absence of the Secretary, the Vice - President shall carry out the duties of the Secretary.

Secretary is duty bound

- i. to prepare and present the Annual Report, Balance sheet and Income & Expenditure Account as prepared by the Treasurer of the Club to the Governing Body and Annual General Meeting.
- ii. to call for the Annual and Extra - Ordinary Meetings in consultation with the President.
- iii. to conduct all the correspondence of the Club.
- iv. to attend all General and Governing Body Meetings and to maintain the Minutes of such Meeting in a book or books to be kept for the purpose.
- v. to give due Notice of all General and Governing Body Meetings.
- vi. the right to close the course in consultation with the Captain due to alterations or maintenance required or for certain Golfing events, or for any other particular purpose.
- vii. generally all other matters pertaining to the Club, its premises and its Members and such matters as are commonly the subject matter of Club Rules.
- viii. execution of Documents and Common Seal. The Governing Body shall provide for the safe custody of the Common Seal of the Club. The seal of the Club shall not be affixed to any instrument except by the Authority of a Resolution of the Governing Body and in the presence of at least two Governing Body Members or one Governing Body Member and the Secretary or such other person as the Governing Body may appoint for the purpose, and these persons shall sign every instrument to which the Seal of the Club is affixed in their presence.
- ix. the Secretary shall perform all other duties not mentioned herein and required of him by the Governing Body and President.
- x. to do all other acts and things for the fulfillment, furtherance and promotion of Golf and other Games and activities in accordance with the provisions contained in these Articles, Rules and Regulations.

20.4 **THE TREASURER**

The Treasurer shall be responsible for keeping all accounts of collections and expenses of the Club. At the end of the Financial Year, he shall get it audited by the Auditors appointed by the Governing Body and hand over the Accounts, documents and the cash balance to the Governing Body which shall examine and approve the same. In addition to the above, Treasurer shall carry out all other duties, which are not specifically detailed herein but those decided by the Governing Body, from time to time.

20.5 **GOLF CAPTAIN**

The Golf Captain shall be a Golfer with Handicap and will be nominated/elected and shall be in charge of the Golfing activities on the Course and shall be the Adjudicator for conduct of the game of Golf and Tournaments and for suspension of the game due to inclement weather. The Golf Captain shall be part of the Tournament, Governing Body, and is empowered to recommend to the Governing Body changes in stroke index. The Golf Captain shall make it his endeavour to keep up the tradition of the game of Golf and the spirit in which it is played and whenever required enforce discipline on the Course and in the Club. The Golf Captain is empowered to view the conduct of the Members and take up disciplinary matters concerning the Members with the Governing Body. The Golf Captain shall have the privilege of being nominated to play with Dignitaries, Special Invitees and professionals and will be treated as the First Golfer on the Course. The Golf Captain will ensure that the dignity and decorum of the Club is maintained.

21. THE ANNUAL GENERAL BODY MEETINGS

21.1. The Financial year of the Club shall be from the 1st April to 31st March

The Club shall in addition to any other Meetings, hold an Annual General Body Meeting within Six Months of the expiry date of each financial year. Every Annual General Body Meeting shall be called at such time, on such date, at such place as the Governing Body may from time to time, determine. The Meeting need not be held at the Registered Office of the Club. Fourteen days' Notice in writing shall be given to Members for such Meetings.

21.2 At such Meeting, Twenty Members eligible to vote, present in person shall form a Quorum. In the event of lack of sufficient Quorum, this Meeting shall automatically stand postponed to the same time and place one week later. At this postponed Meeting, the Members present regardless of the numbers shall form a Quorum.

21.3 The business of the Annual General Body Meeting shall be held tentatively on the last Sunday of June every year at 6.00 pm as per the following Agenda :-

- i. Introduction
- ii. Approval of Minutes from previous Meeting as provided by the Secretary.
- iii. Receipt of the Governing Body's Report, Balance sheet and Income and Expenditure Account and the Auditor's Report for the preceding year.
- iv. Adopting of the forecast position of the Accounts for the current year and approve a budget for the following year.
- v. Election of Office bearers as and when it is due
- vi. Review of the facilities and future plans.
- vii. Receipt of Golf Captain's Report.
- viii. Appointment of Auditor or Auditors and to fix his or their remuneration
- ix. Any other matter with the permission of the Chair.

Any Member may bring about an amendment, addition or deletion to the Rules and Regulations of the Club, provided he / she submits his / her proposal in writing for change at least ten days before the Annual General Body Meeting. Any such amendment, addition or change in the Rules and Regulations shall be carried out by a majority of 2/3 of the Members present in such General Body Meeting.

21.4. Any modification or amendment to the Memorandum of Association or Articles of Association or Rules taken by the General body/ Governing body is subject to the approval of the Apex Committee constituted as per Memorandum of Understanding dated 23-07-2014.

22. ELECTION TO THE GOVERNING BODY

- i. For all future Governing Bodies, the Annual General Body Meeting shall elect members from the eligible Members, except the President, Vice - President, Treasurer, Four Officials from the State and/ or Central Governments and two Officials from SAI to be nominated by the Director Gneral of Sports Authority of India, as and when it is due.
- ii. The president, Vice- president, Treasurer, Four Officials from the State and Central Governments and two officials from SAI Shall be nominated by the Director General of Sports

Authority of India.

- iii. The tenure of the Elected Governing body shall be three years.

23. ELECTION

Detailed Rules regarding election of the Governing Body shall be issued by the Governing Body within four years from the date of assuming Office and the Members shall be bound by such Rules formulated by the Governing Body.

24. GOVERNING BODY MEETING

- 24.1 The Secretary of Vice President shall convene the Governing Body Meeting at appropriate intervals at least once in two Months. If requested to do so by majority of the Members of the Governing Body in writing, the Secretary or Vice president shall convene a Special Governing Body.

- 24.2 A Notice of three days shall ordinarily be given before a Meeting of the Governing Body. The presence of five Governing Body Members at the hour and time appointed for the commencement of the Meeting shall constitute a quorum for a Meeting of the Governing Body. If no such quorum is present, the Meeting shall be adjourned to the next day at the same time and place and the Members present at such adjourned Meeting shall form the quorum for the Meeting.

- 24.3 Each Member of the Governing Body shall have one vote and in case of tie, the Chairman of the Meeting shall , in addition to his own Vote, have a casting Vote.

25. SPECIAL GENERAL BODY MEETINGS

- 25.1 The Governing Body may, whenever it thinks fit, call a special General Body Meeting and shall be bound to do so on receiving a requisition signed by twenty five or more Members of the Club for the time being.
- 25.2 If within half an hour from the time appointed for special General Body Meeting a quorum of Members is not present, the Meeting if convened upon the requisition of the members shall stand dissolved. In any other case, the meeting shall stand adjourned to the same day in the following week at the same time and place.

26. GOLF ETIQUETTE

- i. The president and the Captain of the Club will have right of way at the 1st Tee with his group over players whether entered on the Time Sheet or not.
- ii. Rules of play including Local Rules etc. shall be published by the Governing Body in the form of a Booklet and the Captain will see to it that they are observed/ followed by the Members.
- iii. No player shall play on the Course without signing the Starter's Register.

27. RULES OF GOLF

The latest Rules for the game of Golf for the time being as prescribed by the Royal & Ancient Club of St. Andrews shall govern Rules of play at the Club, along with the Local Rules in force.

28. PLAYING RIGHTS OF MEMBERS

Appropriate guidelines in this shall be issued by the Governing Body separately. The Members shall be bound by such guidelines formulated by the Governing Body.

29. **CLUB HOURS**

The timings of the Club shall be fixed by the Governing Body, and separate Orders shall be issued from time to time.

30. **CONDUCT OF CLUB EMPLOYEES**

30.1 The conduct of a Club Employee shall in no instance be made a matter of personal reprimand / action by any Member. All complaints regarding the behaviour and conduct of the Club

Employee shall be made in writing to the Secretary or Captain of the Club who shall enquire into the circumstances of the case and take action as may be considered necessary and advise the Member concerned.

30.2 Complaint / suggestion Books are provided at various locations of the Club. Members may Register their Complaints / suggestions in the Complaint Books.

31. **MEMBERS DOMESTIC EMPLOYEES ETC. (MDE)**

31.1 Members Domestic Employees (MDE) such as ayahs, drivers, attendants etc. while they are in the Club premises shall be subject to and obey, the lawful orders given to them by the Captain, Secretary or any Office bearer or authorised officer of the Club and it shall be the duty of the Members to instruct MDE accordingly.

31.2 MDE are not permitted in the Club House, Lounges, Annex, Golf Course etc. except on the course, when they are used as caddies by the Member.

32. **ANIMALS**

Dogs or other pet animals are not allowed in the premises of the Club and the Course.

33. **MEMBERS' CHILDREN**

33.1 Parents and Members who bring their minor children to the Club are responsible at all times for the behaviour of the children while in the Club premises.

33.2 Children are not permitted to stray anywhere on the golf course.

34. **VISITORS / GUESTS**

34.1 Visitors / guests may be introduced into the Club premises and Course. The Member shall be responsible for entering his/ her guest (s) together with his / her own name in the Register as follows :-

- i. In case of those playing Golf, In the Guest Register kept with the starter.
- ii. In case of those using the other facilities, in the Register kept at the appropriate places;
- iii. In the case of other Guests, in the Visitors Book kept at the Entrance with the Receptionist.
- iv. Penalty for breach of Rule will be fixed by the Governing Body from time to time.

34.2 The guest may be introduced in the Card Room and other facility areas as per Club Rules in force from time to time.

35. **GUEST CHARGES**

Guest charges will be fixed from time to time by the Governing Body.

36. **CARS & PARKING**

36.1 Only Members will be allowed to park their cars in the car park. Cars with SAI Trivandrum Golf Club/Sports Authority of India parking stickers will only be permitted inside the Car Park. Car Park Stickers should be changed periodically.

- 36.2 Cars are not allowed to park in the porch on the roadway near the Club House. Members are requested to assist the Governing Body by ensuring that their cars are parked in an orderly fashion between the lines in the parking area.
- 36.3 Breach of these Rules would entail disciplinary action or any other action deemed fit by the Governing Body, as per the provisions in the Bye-law or the standing Orders to be formulated.
37. The Main Gate of the Club will be closed at 12 Night or prior permission should be obtained from the Secretary.
38. **RULES FOR BOOKING AND USE OF THE CLUB FOR PARTIES**
The Club would like to encourage Members to use the Club facilities for parties. The Rules for booking and hosting parties at the club will be issued by the Governing Body.
39. **HEALTH CLUB / GYM**
HEALTH CLUB REGULATIONS
Detailed Rules regarding Health Club & its use by Members will be issued by the Governing Body. The Members shall be bound to follow such Rules formulated by the Governing Body.
40. **NO SMOKING AREA**
All notified areas in the Club are no smoking areas, as per Rules enforced by the Government.
41. **CARD ROOM**
Timings : 12 noon to 10 pm
42. **PAYMENT**
Members shall remit the exact amount shown as closing balance in their Monthly Bill within fourteen days of the receipt of Bill. In case the payment is not received up to the due date, the credit signing facilities shall cease and the member will be required to pay this amount immediately. Onus of operating within the limit shall be that of the member.
- 42.1 **SURCHARGE FOR NON PAYMENT OF CLUB DUES**
In case a Member fails to make the payment of the Club Bills within one month from the receipt of the Club Bill, a surcharge of 2% per Month will be debited.
43. **MEMBERSHIP CARD**
It is mandatory for all Members of the Club to produce Membership Card while using any Club facility.
44. **CADDIES & FORE CADDIES**
- 44.1 Caddies will be available at the Caddy Master's Desk on first come first served basis and paid directly by the Members as per the recommended fees. They shall not be specifically retained for any particular Member player. Only registered Caddie shall be permitted. Drivers registered as caddies shall be permitted as personal Caddy for the player.
- 44.2 Any Member playing with a playing Caddy shall have the same standing on the course as any other Members.
- 44.3 Payment due to caddies must, in all cases, be made by the Members/ Guests immediately on completion of a round and they shall not be permitted to loiter in the vicinity of the Club House or Annex awaiting payment.

44.4 Any complaint against Caddies must be made to the Caddy Master as soon as possible.

45. **SUGGESTIONS AND COMPLAINTS**

Suggestions/complaints should be addressed to the Captain or Secretary in writing or entered in a Book which is kept for the purpose at the Reception, Annex, Caddy Master's Desk etc.

46. **CLUB PROPERTY**

46.1 No Member of the Club shall under any circumstances claim damages of any kind from the Club for any reason whatsoever, nor shall he / she proceed legally or otherwise against the Club for the realisation of any claim whatsoever and the decision of the Governing Body shall in all such matters be final. Governing Body Members, Office bearers and Staff of the Club will be fully indemnified against any claims by Members of the public for injury or property damage caused by Golf balls hit outside the boundaries of the Course or any other incident whatever in the Course of Golf being played in the Club.

46.2 **GOOD BEHAVIOUR**

All Members are expected to conduct themselves with utmost restraint and gentlemanly lady Like behaviour. Any member resorting to foul language or physical violence within the Club premises is liable for Disciplinary action, as per the provisions herein provided or as per the Standing Orders to be formulated whichever is prevailing at the time of such misconduct.

47. **DRESS CODE FOR COURSE AND CLUB HOUSE**

47.1 **DRESS REGULATIONS**

Members must change - as far as possible - after Golf prior to using the Main Club House and its facilities. Casual attire is acceptable provided it does not offend the sensibilities of other Members present.

47.2 The Dress Code for various Locations are as under :-

Dress Code for Course, Practice putting Green & PDR/ PCR (Expand) (conforms to Guidelines issued by Indian Golf Union)

47.3 **MEN**

- | Blue Denim Jeans are prohibited.
- | T-Shirts with Collars may only be worn
- | Golfers should wear appropriate Golf Shoes/ Flat Sports Shoe.
- | Jogging Suits in any form is strictly prohibited as also T-shirt without collars.
- | Shorts of reasonable length only be worn.
- | Caps if worn must be worn with the peak in front.

47.4 **LADIES**

- | May wear T- Shirts / Blouses
- | Trousers and normal length shorts / skirts.
- | Blue Denim Jeans or Mini shorts, including Cut offs, Jogging shorts, Tights, Track Suits etc. are not allowed.

47.5 Dress Code for Main, Dining Room and Party Room

- I Only Blue Denim Jeans and full length Trousers permitted.
 - I Ladies to be appropriately dressed.
 - I No restrictions on National Dress.
- 47.6 NO SERVICE SHALL BE PROVIDED TO MEMBERS OR THEIR GUESTS, WHO DO NOT ADHERE TO THE PRESCRIBED DRESS CODES AS ABOVE. If improperly dressed, Members and their Guests will be requested by the Club Authorities to change into proper attire and if this is not followed will have to leave the Club Premises.
- 47.7 F&B (expand) Staff will inform Members/ Guests of any violation of Dress Code and / or use of Mobile Telephones and service will not be provided.
48. **SPONSORSHIP OPPRTUNITY AT THE SAI TRIVANDRUM GOLF CLUB**
Various Sponsorship opportunities at the SAI Trivandrum Golf Club will be issued by the Governing Body separately including finalisation of the rates.
49. **NOTICES**
- i. All notices will be posted in the Club premises in such part thereof and in such a manner as the Governing Body may from time to time determine.
 - ii. No Notice of any kind shall be placed in the Club premises except by the authority of the Governing Body or the Secretary or Golf Captain.
50. **DISSOLUTION**
- 50.1 **PROVISION FOR DISSOLUTION OF CLUB AND ADJUSTMENT OF THEIR AFFAIRS**
Any number not less than four - fifths of the Members of the Club may determine that it shall be dissolved, and thereupon it shall be dissolved forthwith, or at the time then agreed upon, and all necessary steps shall be taken for the disposal and settlement of the property of the Club, its claims and liabilities according to the Rules of the said Club applicable thereto, if any and if not, then as the Governing Body shall find expedient, provided that, in the event of any dispute arising among the said Governing Body or the Members of the Club, the adjustment of its affairs shall be referred to the principal Court of original Civil Jurisdiction of the District, in which the Chief Building of the Club is situated.
- 50.2 **ASSENT REQUIRED**
Provided that no Societies shall be dissolved unless four- fifths of the Members shall have expressed a wish for dissolution by their Votes delivered in person at a General Body Meeting convened for the purpose:
- 50.3 **GOVERNMENT CONSENT :**
The Club shall not be dissolved without the consent of the Sports Authority of India and Government of Kerala.
- 50.4 **ASSETS ON DISSOLUTION**
On dissolution of the society or winding up of the society if there shall remain after satisfaction of all debts and liabilities of the Society any property or money whatsoever, the same shall be given or transferred to any SAI Institution or Fund having the same objects of this society or to the Government.

51. **SEAL OF THE CLUB**

The Club shall have a common seal in its name and style which shall remain in the custody of the Secretary / Vice President and shall be used only under the authority of the Club and of the Governing Body.

52. **CUSTODY OF ORIGINAL AND OTHER DOCUMENTS OF THE CLUB**

All original Documents pertaining to the Club and its premises shall be kept for safe custody in a bank locker and the President, Treasurer and Secretary will have joint access to the same and will be responsible for the same.

53. **AMENDMENTS**

“Any Amendments to the Memorandum of Association or Articles of Association or the Bye Laws of the Society shall be made by a Resolution passed at a Meeting of the General Body of the Society specially convened for the propose by three fourth majority of the Members present and voting at such Meeting. Such Resolution shall take effect subject to the approval of the Apex Committee constituted as per the Memorandum of Understanding dated 23-07-2014 between Government of Kerala and SAI and also with the prior approval of the Commissioner of Income Tax having jurisdiction over the Society. No such Amendments shall alter the basic character of the Society or its activities and objectives.”

54. **EXHIBITION OF BOOKS**

The Bye-laws, Register of Membership, the Annual Audited Accounts of the previous year and minutes of the Annual General Body Meeting are to be made available at the Office during all working hours of the Club, for Inspection by the Members.

55. **COPIES OF BYE - LAWS**

One printed copy of the Bye - laws of the Club shall be provided to all the Members free of cost. Additional copies of Bye-laws will be supplied to Members on payment of a Fee fixed by the Governing Body.

56. **Members liable to be sued as strangers**

Any member who may be in arrear of a subscription which according to the rules of the club he is bound to pay, or who shall possess himself of or detain any property of the club in manner or for a time contrary to such rules, or shall injure or destroy any property of the club, may be sued for such arrear or for the damage accruing from such detention, injury or destruction of the property in the manner herein before provided.

57. **Members guilty of offences punishable as strangers**

Any member of the Club who shall steal, purloin, or embezzle any money or other property, or willfully, and maliciously destroy or injure any property of the Club, or shall forge any deed, bond, security for money, receipt, or other instrument, whereby the funds of the Club may be exposed to loss, shall be subject to the same prosecution, and, if convicted, shall be liable to be punished in like manner, as any person not a Member would be subject and liable to in respect of the like offence.

58. **The activities of the society are in accordance with the provisions of the Travancore Cochin Literary, Scientific and charitable Societies Registration Act, 1955 and Memorandum of Understanding dated 23-07-2014 entered into between the Government of Kerala and Sports Authority of India.**

59. **DECLARATION**

We the several persons, whose Names and Addresses are given at the end of this document, having associated ourselves for the purpose described in the Memorandum of Association do hereby subscribe our names to this Memorandum of Association and set our respective and several hands hereunto and form ourselves into a Society under the provisions of the Travancore Cochin Literary, Scientific and Charitable Societies Act, 1995 (Act XII of 1955) this, the 15th day of October 2014 at Thiruvananthapuram.