

MEMORANDUM & ARTICLES OF ASSOCIATION : 2004

1. **General:** Regulations contained in Table "C" of Schedule 1 of the Companies Act, 1956, shall apply to the Company, except in so far as they are varied or abrogated by the Provisions made herein.

2. **Definitions:**

(a) Unless the context otherwise requires, words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof from the date of which the Articles become binding on the Club.

(b) In these Articles:-

(i) **"the Act"** means the **Company Act No.1 of 1956** or any statutory modification or re-enactment thereof.

(ii) **"the Company or the Club"** means "The Kasauli Club Limited" Kasauli.

(iii) **" the Committee"** means the members for the time being of the Executive Committee constituted as provided in these Articles and shall occupy the same position as Directors in the **Companies Act 1956**.

(iv) **"the Chairman"** means the Chairman of the Club elected/appointed according to the Articles.

(v) **"the Secretary"** means the Honorary Secretary/ and includes any person appointed by the Executive Committee/Chairman to perform the duties of the Secretary for the day today/ routine administration of the Club.

(vi) **"the Member"** means permanent members as per **Articles 13** with voting right, other categories excluded.

(vii) **"Office"** means the Registered Office of the Company for time being.

3. **Number of Members** The Company for the purpose of registration is declared to consist of **four hundred** members of The Kasauli ClubLtd, hereinafter called the "Club".

4. **Increase of Membership:** Subject to prior approval (but not in anticipation) of the General Body, the Executive Committee, hereinafter mentioned may, whenever the expansion of the Club requires it, register an increase of members.

5. **Qualifications /Eligibility Criteriafor becoming Members:** Any person, of not less than 21 years of age who is member of an All India Services, or holds a post ordinarily held by members of an all India Service, or is a non- official of an equivalent status in life.

6. **Application and Admission of Members**

(a) Every candidate for admission to the Club shall fill in the prescribed application form (as per specimen given at Appendix A) completed in every respect and sign it . Incorrect information given on the form will debar the candidate for future consideration as a member, and in event of his/her election, the election shall be deemed null and void. The applicant shall state the full details of information contained in Appendix A and such information as the Executive Committee may require from the candidate and shall contain a declaration that if elected, the candidate agrees to become a member of the club, and to be bound by the Memorandum and Articles of Association, and the Bye – Laws of the Club, copy of which can be seen in the club office. Application charges will be as under:-

(i) Cost of application form : Rs. 200/-

(ii) Registration Fee Rs 1000/- { for tenure Members refer (non refundable) to **Article 13 (b)**

(b) **Proposing and Seconding of a candidate's application: -** Every candidate for membership shall be proposed by one and seconded by another permanent member of the Club. The onus of finding a member of the Club to propose or second a candidate's application rests with the candidate. The members proposing and seconding a candidate's application will be held responsible jointly and severally for any debts incurred by the candidate, should he/she be permitted to use the Club as hereafter provided, for the period he / she so uses the Club. **Members of the Executive Committee are not eligible to propose or second** as long as they serve on the Committee.

(c) No application will be deemed to have been submitted if it is not in conformity with **Article 6 (a) & (b)** above, read in conjunction with **Article 13(b)**

7. **Candidates Book :-** Every such application shall be entered in the Candidates book to be kept in the Club office. Name of each applicant shall be entered in the Candidate Book in respective category to which the candidate belongs. Grant of membership will be strictly as per seniority in the Candidates book. This book shall be open to perusal / checking by any wait-listed applicant or any member of the Club.

8. **Consideration of Application by the Executive Committee**

(a) Every such application shall be submitted to the Executive Committee at the earliest meeting practicable on occurrence of vacancies.

(b) At this meeting or at any subsequent meeting, to which the Executive Committee may decide to adjourn the matter to obtain further information, the candidate may be elected as member of the Club or rejected at the discretion of the Executive Committee. A candidate who has been rejected for membership of the Club may not again apply for a period of second rejection his / her last application, and in case of second rejection he / she shall not apply for a period of five years.

(c) **Permission to Wait –Listed Candidates to Use Club.** The Executive Committee at their discretion may permit a candidate to use the Club pending the decision of the Executive Committee on the candidate's application for membership. Also refer to Article 11.

(d) **“At Home” for Candidates.** The applicant accompanied by his / her spouse (if married), may be invited to an “ At Home “at his/ her own expense to meet the Committee members at the time of the meeting wherein his/ her application is to be considered.

(e) **When Application is Rejected by the Committee .** A candidate whose application has been rejected by shall not use the Club either as temporary / casual member or as a guest. This will also apply to members whose membership has been terminated under Article 35,76 and 82 or other Articles as applicable. When an applicant's candidature does not find approval, the member who had proposed the application of the candidate would be requested to withdraw the application.

9. **Notification of Election of a Candidate : When a candidate has been elected as Member.** When a candidate has been elected, Secretary shall forthwith notify him/her about his /her election as a member of the Club, at the address given in the application form . The secretary will also send a copy of the Articles of Association and the Bye-Laws together with a request for payment of the Entrance fee and other dues/ subscriptions (As per **Article 27**). In the case of non permanent members, the Secretary shall notify the candidate about the fees and any other dues to be paid in advance.

10. **Time Limit for payment of Entrance Fee and Other Dues on being Elected as Member.** On payment of the entrance fee/other dues, the elected candidate shall become a member of the Club. However, if such payments are not made within one calendar month from the date of election, the Executive Committee may at their discretion cancel such election.

11. **Permission to wait- Listed Candidates to Use Club** Applicants on the waiting list may be permitted to use the Club on approval by the Committee as per **Article 8 (c)**. Other conditions will be as follows :-

- (a) Fees, subscription and security will be paid as per **Article 27E**.
- (b) Other funds and subscription will be as applicable to permanent members (**refer Article 27**).
- (c) They are not allowed to introduce guests.
- (d) Permission will be granted for one year. Permission to use the Club may be renewed on yearly basis as per the discretion of the Executive Committee. Permission will not be automatic. Candidate will be required to apply for renewal.
- (e) They will not attend AGM /EGM and will not have any voting rights.
- (f) Candidate granted permission to use the Club will not get any preferences at the time of induction as permanent member, which will be strictly as per seniority in the **Candidates Book**, and meeting eligibility criteria.

(g) The **total number** of such applicants so allowed to use the Club faculties shall **not exceed 100 (one hundred)** at any given time.

12. **Categories of Membership of the Club Life Members (Non-Voting).** The Executive Committee may at its discretion induct a candidate as a Life Member (without voting rights) by paying an entrance fees as applicable under **Article 27(a)** plus a sum of Rs 1,00,000/- (Rupees one lakh) subject to eligibility as per **Article 5**, as per seniority in the Candidates Book for category of Life Members (Non Voting). The **total number** of Life Members (NV) will not exceed **100 (one hundred)** at any given time. Such members will not be required to pay any monthly subscription fee for ten years from the date of his / her induction. On completion of ten years, they will commence paying the monthly subscription as applicable as applicable to permanent members as per **Article 27 (b)**. However a Life Member will get permanent membership with voting rights only on maturity of his / her turn as per seniority in the Candidates Book.

13. **Permanent Members**

(a) Every new member elected to permanent membership of the Club in accordance with **Articles 6 to 8** shall pay entrance fee (in full) as applicable under **Article 27 (a)**.

(b) All serving officers of the Armed Forces posted at Kasauli, Dagshai, Solan, Subathu and to the Infantry Battalion at Jutogh may become tenure members of Kasauli Club Ltd immediately on submitting a completed application for membership and payment of subscription as per **Article 27 (b)**. **The tenure members will not be required to pay any registration fee.** Any officer granted tenure membership under this clause shall have all the privileges, rights and liabilities of a permanent member including the voting right during his / her posting at the above stations. The grant of tenure membership to armed forces officers under this clause will be over and above the ceiling membership of the Club. In case any tenure member wishes to become permanent member after he is posted out he will have the discretion to apply for the same on payment of registration fees within 60 days of his transfer retaining his seniority on the waiting list from the date of his application for tenure membership.

(c) Until the prescribed entrance fee and other dues are paid, no such person shall be deemed to be Elected as a permanent or tenure member and can not attend a General Meeting of the members of the Club in person and will not be considered as qualified to vote.

(d) **Duration of Membership.** A permanent member shall remain a member with all rights and liabilities as such, until he/she has sent to the Secretary or to the Executive Committee, a written notice of resignation of membership or until he/she ceases to be member under any of the provisions of these Articles or by death. A tenure member shall

cease to be a member if he/she or the mess (or the unit to which he/she is posted) is transferred from the station, or if he/she retires or ceases to be in active service.

14. **Temporary Members (T)**

(a) Registered applicants for membership in order of seniority and subject to eligibility and screening as per procedure followed for induction of new members may be inducted as Temporary Members .They would be liable to pay entrance fee, monthly subscription and other funds/charges as applicable under **Article 27(A)**.

(b) Once a Temporary member is inducted as a permanent member, the vacancy of Temporary member will be filled from the waiting list strictly in the order of seniority in Candidates Book.

(c). The number **of temporary members** shall be **restricted to 100 (one hundred)** at any time.

(d). Election from temporary to permanent membership status is subject to availability of vacancy and review by the Executive Committee on the bearing and conduct of the temporary member in conformity with the Articles of Association, Bye-Laws, Rules and Regulations of the Club.

(e). Temporary members shall not be eligible or vote at the AGM/EGM of the Club, nor stand as candidate for the Executive Committee. They will however have all other rights and obligations as applicable to a permanent member except facility to book accommodation in the month of June.

(f) A waiting list applicant is eligible to become a temporary member only on maturity of his turn as per seniority in the Candidates Book.

15. **Honorary Members**

(a) The Executive Committee may, from time to time , in special cases elect any person to be an Honorary Member of the Club and may exempt him / her from payment of the entrance fee and monthly subscriptions. Notice of such elections shall be posted in the Club.

(b) **Conversion of Permanent Members as Honorary Senior Members (Senior Citizen Category).** Permanent members who have **got standing of 15 years** and **attained the age of 65 years** are eligible for consideration for election as **Honorary Members**. Permanent Members who are elected as Honorary Members under this clause will be so deemed elected for life.

(c) **Exemption from Payment of Monthly Subscriptions.** Honorary Members are entitled to use the Club without payment of monthly subscriptions or other dues mentioned in **Articles 27 and 28**. However, they will make all the payments of the Club bills by coupons only, and will pay for services as and when required.

- (d) **No Voting Rights.** Honorary Members will not have voting rights.
16. **Casual Members.** Eligible person on a short visit to Kasauli may be allowed to use Club as a casual member on being proposed by a permanent member or the Honorary Secretary. A casual member shall pay charges as per **Article 27F.**
17. **Lady Subscribers.**
- (a) Only widows of permanent / life members and unmarried daughters of permanent members will be eligible for such membership. However on getting remarried in case of widows and married in case of daughters they shall cease to be Lady Subscriber members.
- (b) At the time admission, the lady subscriber will pay an admission fee and monthly subscription as per **Article 27B.**
- (c) A lady subscriber member who is widow of a deceased permanent / life member shall be exempted from payment of entrance fee.
18. **Mess Members.** All Officers Messes located at Kasauli, Subathu, Solan, Dagshai, and of Infantry Battalion at Jutogh will become members of Kasauli Club Ltd immediately on receipt of information from PMC of that Mess, on arrival in the station on payment of entrance fees as per **Article 27C.** Each officers 'mess granted mess membership of the Club will have one vote for voting right . This vote is over and above voting rights of a tenure member. Casting of this vote may be exercised by CO/PMC or any other officer of that unit's officers' mess, on behalf of CO/PMC. On unit being transferred from their peacetime location at the aforesaid stations, it shall cease to enjoy this right.
19. **Tenure Members.** Refer to Article 13.
20. **Corporate Members**
- (a) The Executive Committee may at its sole discretion admit Corporate Members (from Private and Public Ltd. Companies). The Corporate member (Concerned Company) may nominate a maximum of four senior executives of its organization to represent them, subject to approval by Executive Committee as per **Article 27G.**
- (b) The **number** of Corporate Members **shall not exceed ten.**
- (c) The Corporate membership card to be issued to the nominees by the Club shall bear the photographs of the member and shall be renewable on payment of annual dues in April every year.

(d) Corporate members shall enjoy all rights and privileges of permanent members pertaining to use of club facilities.

(e) They will not have right to vote and will not attend general meeting.

21. **NRI Members.**

(a) The Executive Committee may at its discretion grant "NRI Membership" to NRI's having Indian citizenship. They shall pay the entrance fee and annual subscription as per **Article 27H**.

(b) The member proposing and seconding application of a NRI for grant of NRI membership shall also be responsible for the antecedents/bonafides of NRIs in so far as the security angle is concerned.

(c) The number of NRI members **shall not exceed twenty**.

(d) NRI members shall **enjoy all rights and privileges** of permanent members pertaining to use of club facilities.

(e) They will not have right to vote and will not attend general meeting.

22. **Grant of Club Green Card to Children of Members.**

(a) Member's children will be allowed to use Club facility on payment of monthly charges as per **Article 27 (b)** if declared as dependent by the parent.

(b) However, Member's unmarried children above the age of **28 years** and all married children who are, otherwise eligible to become permanent members, will have to seek independent membership as per requirements of **Article 5** before they complete **21 years** of age.

(c) Pending their induction as permanent members, they will be permitted to use the club as GREEN CARD holders on approval by the Executive Committee on consideration of their application for permanent membership, on payment of entrance fee & subscription and other dues as per **Article 27D** but will have **no voting rights**. Only those children who are enrolled as dependents as per **Article 22(a)** for a minimum period of five years or from date of enrollment of the parent as a member and have registered before completing the age of 21 years will be eligible for GREEN CARD facility.

(d) At the time of induction as permanent members, they will be considered for election as permanent members in their turn as per seniority in the Candidate Book (in their category). However they must meet the requirements of **Article 5**.

(e) Members children mean: real son or daughter by birth or by legal adoption.

23. **Chief Patron :** Since, Kasauli Cantt falls under the jurisdiction of Western Command, the **GOC-in-C Western Command** would be **deemed elected as an honorary member**. He shall also be **ex- officio Chief Patron** of Kasauli Club Ltd during the tenure of his office.

24. **Chairman .** The Chairman would be considered as the Chairman cum Managing Director of Kasauli Club Ltd. He would also be considered the senior most member of the Governing Body/ Management/ Executive Committee. Station Commander cum Commander Infantry Brigade at Kasauli will be as Ex- officio Chairman of the executive Committee of the Kasauli Club Ltd. The appointment of Station Commander cum Commander Infantry Brigade at Kasauli Cantt as Ex- officio Chairman of the executive Committee on assumption of office, shall be automatic and be directly ratified by the next General meeting. Also refer to **Article 42 (a) (ii)**

25. **The Secretary :** The Secretary shall be elected by the Executive Committee from amongst its members. The Secretary shall be the Administrative Officer of the Club and shall be responsible to the Committee as a whole and follow the established policies of the Committee. He shall have full powers and authority to carry out the duties assigned to him by the Committee. The Secretary shall make periodic report to the Committee covering the progress of the Club's activities. All notices shall be given in the name of the Secretary and he shall prepare the Annual report and Balance Sheet of the Club under the guidance of the Committee and generally perform all such duties as are incidental to his office. He will keep the Chairman apprised and posted about all activities of the Club on regular basis.

26. **Executive Secretary :** The Chairman shall have the discretion to nominate any suitable serving /retired defence services officer or local resident member, as the **Executive Secretary**. (**Article 41** also refers).

27. **Entrance Fees & Monthly Subscription**

Permanent Members

(a) Entrance Fee

(i) For **permanent members** Rs.20,000/- of general category.

(ii) For **tenure members** who Rs.5,000/- { @ 25% of have been granted permanent **Article 27 (a) (i)}** membership under **Article 13 (b)**.

(b). **Monthly Subscription ***

(i) Members including spouse. Rs 80/- per month.

(ii) Dependents (Children up to the age of 21 years and parents of members). Rs 20/- per month each.

(iii) Unmarried dependents (above 21 years up to 28 years) Rs 40/- per month each.

{* Note :- For serving defence services officers granted membership under Article 13 (b) as tenure members, monthly subscription rates will be 50% of rates laid down in Article 27(b)(i) to (iii)above.}

27A. Temporary Members

- (a) Entrance Fee. Rs 20,000/- [as in Article 27 (a)(i)]
- (b) Monthly Subscription : @ of 150% of rates as in Article 27 (b)(i) to (iii) above.

27B. Lady Subscribers.

- (a) Entrance Fee. : Rs 5000/- { @25% of rates as in **Article 27 (a) (i) above** }.
- (b) Monthly Subscription. : @ 50% of rates as in **Article 27b (i) to (iii)**.

[Note :- Widows of permanent members or life members who are elected as Lady Subscriber members are exempted from payment of entrance fee.]

27C. Mess Members.

- (a) Entrance Fee
 - (i) For Officers Mess. : Rs 20000/- { 10% of rates as in Article 27 (a) }.
 - (ii) For an individual officer who is a member of that mess. : Nil
- (b) Monthly Subscription. : 50% of rates in **Article 27(b)**.

{ Note : Monthly subscription of Mess members will be paid through their respective officers messes. Mess members who are also holding the Tenure membership are exempted from payment of monthly subscriptions under Article 27C(b) }.

27D. Members 'Children Granted Green Card

- (a) Entrance Fee. : 25% of rate applicable to permanent members as per **Article 27(a)(i)**; i.e. Rs 5000/- on being elected as permanent member an additional amount at 25% of rate prescribed in **Article 27(a)(i)** will be payable to avail grant of permanent membership with voting rights.
- (b) Monthly Subscription. : 50% of rate as in **Article 27(b)**.

27E. Permission to Use Club to Wait-Listed Applicants (Refer Articles 8 (c) & 11.)

- (a) Annual Usage Fee (April to March) : Rs 2,000/- (To be paid in one lump sum annually).

(b) Monthly Subscription. Rs 1,440/- (150% of rates given in Article 27(b). To be paid in one lump sum annually).

(c) Building Fund (Annual Basis). : Rs 600/- Total : Rs 4,040/-

(d) Security (refundable). : Rs 10,000/-

(e) Each dependent (including parents). : 150% of rates given in **Article 27 (b) (ii) & (iii).**

27F. **Casual Members**

(a) **Rates**

(i) Per head : Rs 40/- per day

(ii) Per child (below 21 years of age) : Rs 20/- per day

(b) **For months of May & June,** rates applicable would be double at Rs 80/- and Rs 40/- respectively for each adult and child (below 21 years) respectively.

(c) **For serving / retired defence services officers staying at Western Command Holiday Home, Kasauli, or in any of the Army / Air force Officers Messes authorised at Kasauli Cantt.** The rates applicable would be 50% of the rates specified in Article 27F (a) above, subject to producing defence services Identity Card as well as Holiday Home booking slip in the officer's own name, and in case of officers staying in any of the officers messes at Kasauli, a letter from the Commanding Officer on an official letter head, in support of proof for occupation of the said Holiday Home/Officers Mess at Kasauli. This facility is not transferable.

27G. **Corporate Members**

(a) Entrance Fees. : Rs 2,00,000/- (Rs Two Lakhs)

(b) Annual Subscription. : Rs 10,000/- (Rs Ten Thousand) per nominee subject to a maximum of four nominees per Company given Corporate Membership.

(c) Change in Nominee. : Rs 50,000/- for substitution of nominee subject to eligibility and approval of Executive Committee.

27H. **NRI Members**

(a) Entrance Fee. : US\$ 3000 (Three thousand US dollars).

(b) Annual Subscription. : US\$ 300/- (Three Hundred US dollars).

27J. **Honorary Members (Under Article 15(a) and (b)).**

(a) Entrance Fee. : Nil. { Article 15(c) refers}.

(b) Monthly Subscription : Nil {Article 15(c)refers}

28. **Annual Charges for Building / Maintenance Fund** All categories of members except Honorary and Casual Members are required to pay Rs 600/- per annum building/maintenance fund to be billed in April. This can be paid in six monthly installments of Rs 100/- pm. These charges are payable over and above the entrance fees and monthly subscription as in **Articles 27 to 27I.**

29. **Charges for Games/Sports/Cards.** The monthly subscription of all categories of members, whether permanent, tenure, temporary, casual, Mess, dependent Green Card holder or Lady Subscriber are inclusive of the use of the Club and such amenities as are provided free by the Club. Additional charges for Tennis, Squash, Billiards, Bridge, Table Tennis & Cards etc., will be levied as directed by the Executive Committee from time to time and incorporated in the Bye Laws. (Not applicable to honorary members)

30. **Voting Rights of Members** Only the Permanent members (including tenure members) under Article 13 shall have the right of attending the General Meetings of the Club or of voting on any matter affecting the interest or management of the Club. A member shall not be deemed to be permanent member within the meaning of this rule until he/she shall have paid the prescribed entrance fee etc and all other dues of the Club in full.

31. **Members Owing Dues, Not to Vote** A permanent or tenure member shall not have the right to vote on any matter, or attending General meeting of the Club if he / she has any out standings against him / her in the shape of arrears of subscription or if dues of any kind are owed to the Club. **Article 65** also refers.

32. Blank.

33. **Members not to use Club if Any dues are outstanding:** At the discretion of the Executive Committee, a member may not be allowed to use the Club while any amount is due from him/her to the Club.

34. **Resignation of Membership :**

(a). A member shall give notice in writing of his/her intention to withdraw from the Club and his/her name shall be removed from the list of members from the date of receipt of such notice, provided that all claims by the club have been previously paid.

(b). The liabilities of a member who has resigned from the Club shall continue in force for period of one year after the date of his registration being received by the Club, or by his death, whichever is earlier.

35. **Termination of membership:** In addition of the provisions of **Article 34**, a member shall cease to be a member of the Club in any of the following contingencies:

(a) By his being adjudicated as insolvent.

(b) By his being dismissed from Government service.

(c) By his being found guilty by a competent Tribunal of an offence involving in the opinion of the Executive Committee, gross misconduct.

(d) By his not paying his club bills, after due warning as provided in Article 38_for default in payment of Club Bills.

(e) If he is declared to be of unsound mind by a competent authority.

(f) By a decision of majority vote of not less than 2/3rd of the members of the Executive Committee and at a meeting especially convened for the purpose.

(g) Under the provisions of **Articles 39, 76 and 82** respectively.

36. **Payment of the Bills :** All the Club bills will be paid before the 15th day of the month following that in which they are incurred.

37. **Posting for non - payment of Bills.** Any member who fails to settle his / her bills as provided in Article 36, will be sent a reminder on the sixteenth day of the month by registered “ acknowledgement – due “ post or courier at the defaulter’s expense to address (for correspondence) given by the member on his / her application form for membership. If seven days after the receipt of the “ acknowledgement “ by the Club, or receipt of intimation from the postal authorities about letter not having been accepted by the member, the bill still remains unpaid, the name of the defaulting member shall be posted.

38. **Members who are posted :**

(a) A member whose name is posted shall be debarred from use of the Club. A letter by registered post or courier at the defaulter’s expenses intimating this, shall be sent to him / her by the Secretary, who shall take such further steps for the recovery of the debit as the Executive Committee may direct.

(b) A copy of the list of the names of ‘posted’ members shall be sent to all Clubs affiliated to or reciprocating with the Kasauli Club by the Secretary for posting of their names on the notice board.

(c) Likewise copies of the lists of ‘Posted’ members of affiliated or reciprocating Clubs received from them shall be displayed on the Kasauli Club Notice Board and such members shall be debarred from the use of the Kasauli Club until such time as intimation has been received from the Club ‘posting’ the members that they are no longer defaulters.

39. **Removal of Name for Non- payment of dues :** A member shall cease to be a member:-

(a) If his/her name has remained posted as a defaulter for a period of thirty consecutive days, then on the expiry of that period shall cease to be a member.

(b). If his/her name had been placed on the defaulter's list three times within a period of eighteen months, then on the day following the date on which his/her name has been so posted for the third time, the Secretary shall forthwith notify him/her that his/her that his / her name has been removed from the list of members.

40. **Restoration of Membership.**

(a) Full privileges of membership may be restored if the outstanding bill against the member has been paid in full prior to the invoking of provisions of **Article 39 (a)**.

(b) If his/ her name had been placed on the defaulter's list three times within a period of eighteen months, then on the day following the date on which his/her name has been removed from the list of members.

41. **Management of the Club :**

(a) The affairs of the Club shall be managed by an **Executive Committee consisting of Nine members. (viz eight members and the Chairman)**

(b) The Chairman shall have the discretion to nominate any suitable serving/retired any officer or local resident member, as the **Executive Secretary**. However, the Committee will consist of nine members in addition to the Executive Secretary.

42. **Election of Executive Committee**

(a) **Election of Members**

(i) All members wishing to serve on the Executive Committee to submit an application duly proposed and seconded by permanent members. Such application should reach the Club office at least **14 days before the scheduled date of Annual General Meeting.**

(ii) **Executive Committee shall be elected annually** at the Annual General Meeting viz. AGM. Each Member present shall record on a slip of paper the names of not more than eight members for whom he/she votes. Proxy voting is not permitted. The appointment of Station Commander – cum Brigade Commander Kasauli as ex officio Chairman of the Executive Committee on assumption of office shall be automatic and be directly ratified by the next AGM.

(b) **Election of Vice Chairman and the Honorary Secretary by the Executive Committee**. The Executive Committee thus formed shall elect its Vice Chairman and Secretary from amongst the elected members.

43. **Term of Office of the Committee:-** The Executive Committee shall hold office till the day the New committee takes office.

44. **Eligibility of Members for Re – election to the Committee:-** On the day of Annual General Meeting each year, all members of Executive Committee shall retire but will be eligible

for re-election, except those who have served as members of the Executive Committee for three consecutive years or have served in the Executive Committee for five year in a space of 10 (ten) years from the date of first election.

45. **Committee Meetings :**

(a) Meeting of the Executive Committee shall be convened once in each calendar month, and on any other occasion on which it may, seem to the Chairman / Secretary to be desirable to call one.

(b) At least two meetings of the Executive Committee will be held between 1st Nov to 31st March.

(c) Each member of the Committee shall have one vote, excepting that in case of a tie, the Chairman shall have a casting vote in addition to his vote as a member of the Committee.

(d) At such meetings **four members inclusive of the Secretary shall form a quorum.**

(e) **For election of permanent members the quorum shall consist of six members.**

46. **Invalidity of Member of Executive Committee.**

(a) If a Committee member fails to attend three consecutive meetings of the committee in spite of notice of such a meeting duty served on him then at discretion of the Committee his name may be removed from the list of Committee members for that year (**Section 283 (G) of the Act refers**).

(b) The secretary will forthwith inform such a defaulting member (of the Committee), about the Committee's decision pursuant to **Article 46 (a)**.

(c) The Committee shall then be empowered to invite another member to join the Committee and he shall be considered a member of the Committee as if he had been elected at the ordinary General Meeting (**also refer to Article 52**).

47. **When Article 46(a) is Invoked Twice against a Committee Member.** If a Committee member has to be asked to withdraw from the Committee twice under the provision of **Article 46** , with effect from the date of enforcement of this Article for the second time, such a member shall not be considered eligible for serving on the Committee in future .

48. **Powers of the Committee** The Committee shall be the governing body of the Kasauli Club Ltd. In addition to the power and authority expressly conferred upon the Committee by statute or by these Articles of Association, the Committee may exercise all such powers and do all such acts and things as shall be, by statute or by these Articles of Association directed or authorised to be done by the Club as a Company Limited by guarantee, and which are not by these Articles or by statute expressly directed to be done by the Club in General meeting but

subject nevertheless to such acts and things as are not regulated by statute or these Articles of Association, to such regulations, or direction, as may from time to time be determined upon or given at any ordinary or Extraordinary General Meeting of the Club provided that no such regulation or direction shall invalidate any prior act of the Committee which would have been valid if the regulation or direction had not been made or given. **However, the General Body (or the House) shall have the authority to invalidate/cancel any decision of the Executive Committee which the House considers is not in conformity with the Articles of Association and Bye – Laws of the Club or is not in overall interest of the Club.**

49. In furtherance but not in limitation of and without prejudice to the general powers conferred by or implied in Article 48 above, it is hereby expressly declared that the Committee shall have the following power, that is to say :-

(a) To purchase, take on lease or exchange or hire or otherwise acquire for the purpose of the Club any movable or immovable property and in particular furniture, Club and household effects, wines, Tobaccos, provisions, stores, utensils, books, newspapers, periodicals, prizes, cups, medals or other rewards and all other apparatus necessary or convenient for any of the objects of the Club and any other conveniences which the Committee may think necessary for the purpose of the Club and to sell or dispose of the same.

(b) Subject to **Section 293 (i) (d) of the Companies Act**, to raise or borrow or secure payment of any sum or sums of money for the purpose of the Club, in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of Debentures or Debenture stock of the Club charged upon all or any part of the property of the Club, both present and future **with prior permission of the House (General Body)**.

(c) Subject to **Section 292 of the Companies Act**, to issue any such Debenture or other Securities at a discount premium with or otherwise and any special privileges as to redemption, surrender, drawing and otherwise.

(d) To appoint and at their discretion, remove or suspend such agents, officers, clerks and servants, permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and in such amounts as they think fit.

(e) To appoint any persons whether incorporated or not, to accept and hold in trust for the Club and property belonging to the Club or in which it is interested or for any other purposes and to execute and do all such deeds documents and things as may be requisite in relation to any such trust and to provide for the remuneration of Trustee or Trustees.

(f) To institute, Conduct, defend, compound or abandon any legal proceedings by or against the club or its Officials or otherwise concerning the Club and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demand by or against the Club.

- (g) To refer any claims or demands by or against the Club to arbitration and observe and perform the awards.
- (h) To make and give receipts, releases and other discharges for money payable to the Club for the claims and demands of the Clubs.
- (i) To act on behalf of the Club in all matters relating to bankrupts and insolvents.
- (j) Subject to **Section 292 of the Act**,. to invest and deal with any money of the Club not immediately required for the purpose thereof upon such securities and in such manner as they may think fit, and from time to time vary or realize such investments
- (k) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute, do all such acts, deeds and things, in the name and on behalf of the Club as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of Club.
- (l) Subject to **Section 293(i) (e) of the Companies Act**, to establish, maintain, support and subscribe to any Charitable or public object, any institution, Society or Club which may be established for the benefit of the Club or its employees.
- (m) To maintain and allocate residential accommodation to the members.
- (n) To affix common Seal of the Club to any deeds, other documents, required to be under the common seal.

50. **Framing of Bye-Laws** : The Executive Committee shall have power from time to time to make alter and repeal, all such Bye-Laws, rules and regulations as they deem necessary or convenient for the proper conduct and management of the Club, and in particular but, not exclusively, they may, by such Bye-Laws regulate the following:-

- (a) The time of opening or Closing any club property or any part thereof.
- (b) the admission of members to participate for the benefit of or for any of the privileges of the Club whether as provided by these Articles.
- (c) the admission of visitors to the property of the Club;
- (d) the rules to be observed by the members or visitors playing any games in or on the Club property.
- (e) the prohibition of any particular games on the Club property of at any particular time.
- (f) the conduct of members of the Club in relation to one another and the Club servants;
- (g) The setting aside of any part or parts of the Club property for any particular purpose.

(h) The imposition of fine for the breach of any Bye-laws or any Articles of Association of the Club.

(i) The procedure at General Meetings and the meeting of the Executive Committee. and

(j) Generally all such matter as are commonly subject matters of the Club Rules.

51A. **Enforcement of Bye – Laws.** The Executive Committee shall adopt such means as they deem necessary to bring to the notice of members of the Club all such Bye-Laws, amendments and repeals there-of and will also ensure that so long as these are in force, these shall be binding upon all members of the Club.

51B. **Authority of General Body to Repeal or Set Aside Bye – Laws.** Provided that no Bye-Laws shall be inconsistent, shall effect or repeal anything contained in the Memorandum of Articles of Association and that any Bye-Laws may be set aside by a resolution at a General Meeting of the Club. **(Also refer to Article 48)**

51 C. **Alteration of Articles of Association, Bye Laws & Regulations.** The Club may, from time to time and any time by special resolution alter all or any of these Articles of Association, Bye – Laws and regulations and make new regulations, to the exclusion of, or in addition to all or any of the regulations, so made and for the time being in force shall be deemed to be regulations of the Club of the same validity as if they had been originally contained in these presents and shall be subject in like manner to be altered or, modified, by any subsequent special resolution, **No amendment** of a regulation shall be considered **within twelve (12) months of its** enactment **except on written requisition by at least nine (9) members.** (Also refer to **Article 51 D**).

51D. **Time Limit for proposing Amendments to Any Bye – Laws or Resolutions Passed in General Meeting.** No amendment of a resolution or Bye-Laws shall be considered within 12 (twelve) months of its enactment except on a written requisition to the Chairman by at least 6 members. Such Bye-Laws when framed or amended shall be displayed on the Club Notice Board for a period of not less than 15 (fifteen) consecutive days, and in due course incorporated in the printed book of Rules of the Club.(Also refer to **Article 51C**)

52. **Filling – up of vacancies on the Committee :** The committee shall fill up any vacancies in their number that may arise/occur during the tenure of their office by co-opting by a majority any permanent members as the need arise. Co-opted members, for the duration that they serve on the Committee shall have the same right as the members elected to the committee (Also refer to **Article 46 (C)**).

53. **Powers to appoint Sub- Committee :** The Committee shall appoint sub – Committees for the specific purpose for which these are considered necessary.

54. The Committee shall appoint a Convener from amongst themselves for the Sub Committee. In addition, they shall co-opt such members as needed and who are interested and/or have special knowledge relating to the objectives of the sub- committee. The Sub-

committee shall elect its own Chairman who is empowered to co-opt additional members, if considered necessary.

55. The convener of the Sub-committee shall report to the Executive Committee at its meeting, and apprise them of the ways and means of improving the activities for which the Sub-Committee has been made responsible.

56. **General Meetings :**

(a) **Annual General Meeting (AGM).** At least one General meeting shall be held during the Calendar year in **Aug/Sep** every year, the date to be fixed by the Committee. The aforesaid General meeting shall be called Annual or ordinary General Meeting. All other General Meetings shall be called Extraordinary General Meetings.

(b) **Extraordinary General Meeting (EGM).** The Executive Committee may at any time or on the written requisition of forty or more members, convene an Extra Ordinary General meeting within **21 days** of the receipt of that requisition. Any such requisition shall specify the object reasons of the meeting required and shall be signed by the members making the same. Such a requisition shall be lodged with the Secretary.

(c) **Period During which No such AGM or EGM to Be Held.** AGM or EGM referred in **Article 56 (a) & (b)** above will not be held between the period of 1st November and 1st of April.

(d) **Minutes of the meeting.** In accordance with **Section 193, of Companies Act,** Minutes of general meeting shall be circulated to members within 30 days.

(e) **Special Resolution for Change in Articles.** Any special resolution seeking change in any of the Articles of Association will be deemed to have been passed only if approved by a minimum 2/3rd majority of those present in general body meeting.

57. **Notice of General Meetings :**

(a) **Period of Notice.**

(i) **Three weeks clear notice** shall be sent to all members specifying the date of an Annual General meeting.

(ii) **Members wishing to bring any question forward** at the meeting; shall send it in writing to the Secretary **14 days** before the date of the meeting.

(iii) **Ten days notice** of the meeting specifying the place, day and hour of meeting and general nature of the business to be conducted there at, shall be posted in one of the public rooms of the Club and sent to each member.

(iv) **Accidental omission to give such notice** to any member shall not invalidate the proceedings at any meeting. The discussion shall be confined to the subjects specified in such notice.

(b) **Members wishing to introduce any special resolution** entailing any change in any of the Articles of Association shall give **minimum 45 days notice** to the Secretary in case of EGM, with details of changes sought along with mandatory explanatory note under **section 173 of the Company Act**. Members shall also enclose relevant documents and other material facts so that members know what is to be discussed in AGM/EGM.

58. **Business at General Meeting** The business of the ordinary General Meeting held in **May/June** shall be to receive and pass the audited accounts for the previous year and to consider and transact any business which, under these present, ought to be transacted at an ordinary General Meeting. All business transacted at an Extra ordinary Meeting shall be deemed special. The Chairman of Committee, if present shall be entitled to take the chair at every General Meeting but if the Chairman is not present the Vice Chairman shall be entitled to take the chair. If however, neither the Chairman nor the Vice Chairman be present, then the members shall choose some member of the Committee as Chairman and if no Member of the Committee be present or if all members of the Committee present decline to take the chair, then the members present shall choose one of their members to be the Chairman.

59. **Quorum of General Meeting**. **Forty (40) members** shall be quorum for any General meeting.

60. **Adjournment of General meeting**. If within half an hour from the time appointed for meeting, quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any case it shall be adjourned to the same day next week at the same time and place; and if at such adjourned meeting a quorum is not present those members who are present shall be quorum and may transact the business for which the meeting was called. Every question submitted to the meeting shall be decided in the first instance by the usual show of hands and in the cases of equality of votes, the Chairman shall, both on a show of hands and at a poll have a casting vote in addition to the vote to which he is entitled as a member, each member being entitled to one vote. The Chairman of the General meeting may, with the consent of the meeting, adjourn it from time to time but no business shall be transacted at an adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. Any poll duly demanded on the election of the Chairman of the meeting or any question of adjournment shall be taken at the meeting and without adjournment.

61. **Resolutions**. At any General Meeting, unless a poll is demanded by at least five members, a declaration by the Chairman that a resolution has been carried by a particular majority, or lost, or not carried by a particular majority, with an entry to that effect in the book of proceedings of the Club, shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against such resolution.

Poll

62. **If a Poll is Demanded**. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once,

or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was deemed.

63. **Adjournment of a Poll.** The adjournment of poll shall not prevent the continuance of the meeting for the transactions of any business other than the question on which the poll has been demanded.

64. **Votes at General Meeting.** Votes shall be given personally.

65. **Members not Entitled to Vote.** No member shall be entitled to be present or to vote on any question whilst his subscription or other Club dues are in arrears or his name is posted on the notice board as a defaulter in respect of any debts due to the Club. (**Article 31** also refers)

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

67. **Books of accounts.** The Books of accounts shall be kept at the Registered office of the Company or at such other place or places as the Committee think fit. Subject to any reasonable restriction (that may be imposed by the Committee) as to time and manner of inspecting the same, the books of account of the Club shall be open to inspection by members.

68. **Balance Sheet.** At the Annual General Meeting every year, the Committee shall lay before the Club Profit and Loss Account and a Balance Sheet containing a summary of the property and liabilities of the Club for the proceeding financial year, which **shall be laid on the table of the Reading Room for least ten days before the date of the meeting.**

69. **Auditing of Accounts.** Once at least in every year the Accounts of the Club shall be examined for, correctness of the Profit and Loss Accounts and Balance Sheet ascertained by one or more Auditors or Auditors. The Auditors shall be supplied with **copies of the Profit and Loss Account and Balance Sheet** which is intended to be laid before the Club in General Meeting. It shall be their duty to examine the same with accounts and vouchers relating thereto and to report to the Club in General Meeting thereon.

70. **Appointment of Auditors.**

(a) The first Auditor or Auditors shall be appointed by the Committee, Subsequent Auditors shall be appointed by the Club at the ordinary General meeting every year. The remuneration, if any of the Auditor to be fixed by the Club in the General meeting. Any Auditor leaving Office shall be eligible for re-election. If only one Auditor is appointed, all the provisions herein contained relating to Auditors shall apply to him. The Auditors may be members of the Club, but no person shall be eligible as Auditor who is interested otherwise than as a member of the Club in any transaction thereof and no Officer of the Club shall be eligible to be the Auditor during his continuance in office.

(b) If any casual vacancy occurs in the Office of Auditor, Committee shall forthwith fill up the same.

71. **Audit.** The Auditor or Auditors shall at all reasonable time have access to the books and accounts of the Club and he or they may in relation thereto, examine the Committee or other officers of the Club.

72. **Error in Accounts.** All accounts of the Committee when audited and approved by the General Meeting shall be conclusive, except as regards any error discovered within three months next after approval thereof. Whenever any such error is discovered within that period, the Accounts shall forthwith be corrected and thenceforth shall be conclusive.

73. **Issue of Cheques.** All cheques issued on behalf of the Club shall be signed jointly by the Chairman and the Secretary. When either the Chairman or the Secretary is away from Kasauli, the cheques may be signed by the Vice Chairman as the second/joint account holder in place of either the Chairman or the Secretary (one of these two who is out of station).

74. **Serving of Notice.** A Notice may be served by the Club upon any member either personally or by sending through the post addressed to such member at his/her registered place of address.

75. **Record of Address of Members.** Every member shall from time to time notify in writing to the Secretary, an address which shall be deemed as his/her registered place of address, within the meaning of the preceding Articles.

76. **Discontinuation of Membership for conduct unbecoming of a Gentleman.**

(a) If any member refuses to comply with any provisions of the Articles of the Association or any of the Bye-Laws, rules and regulations made there under and is guilty of such conduct as in the opinion of the Executive Committee is likely to endanger the harmony or in its opinion prejudicially affects the character or stability or interests of the Club, such member shall be liable to expulsion by resolution of the Executive Committee, provided that not less than 2/3rd of the total number or numbers of the Committee shall have voted in favour of the same and provided also that **at least 14 days (Fourteen) notice** of the meeting is given at which such resolution for his/ her expulsion is intended to be moved, and that he/she shall at such meeting and before the passing of such resolution have had an opportunity of giving such defence as he/she may think fit to offer. It shall be in power of the Executive Committee to suspend such member from the club till such resolution has either been passed or rejected.

(b) The resolution in favour of his/her expulsion shall be communicated to the member either by delivering a copy of the resolution or by sending the same under registered cover to him / her.

(c) On the passing of such a resolution, the member shall forthwith cease to be a member of the Club and shall not have any claim against the Executive Committee of the Club. Any fees or subscription paid in advance after adjusting the same towards the dues by him/her shall be refundable. Club dues if any outstanding against such a member shall be recoverable.

(d) Also refer to **Articles 35 and 82.**

77. **Games of Hazard.** No games of hazard shall on any account be played in the clubhouse.

78. **Forfeiture of Right to or Claims Upon the Club.** All persons ceasing to be members shall ipso facto forfeit all right to or claim upon the club, or its property.

79. **Damages to Club Property :** Members are liable for the value of all property, furniture, etc. damaged or destroyed by them or by friends introduced by them.

80. **Jurisdiction for Legal Cases.** In case of any dispute between the Company (Kasauli Club Ltd. Kasauli) and any other party/member the jurisdiction shall be that of District Court within which Kasauli Club Ltd. Kasauli falls, to settle the dispute.

81. **Security of Personnel, Document and Property of the Club**

(a) Since the Club is located inside the cantonment, the Committee shall take all steps necessary to ensure that no individual whose bonafides are suspect, is allowed entry inside the Club premises.

(b) No documents, files letter or any items of Club property shall be removed from the Club premises (except with prior and express written permission/ sanction from chairman for any official requirement or for being produced in a court of law as an essential part of evidence by any member of the Club or of the Committee. Violation of this clause shall render the defaulter liable for termination of his membership.

(c) Entry of personal Security Guards will not be allowed in the Club premises.

(d) Carrying of any arms, weapons or explosives inside Club House by any member, guest or employee of the Club shall not be permitted. Members violating this clause shall render themselves liable to termination of their membership of the Club.

82. **Redress of Grievances:** In order to encourage the members of the Club to seek redress of their grievances or complaints pertaining to the Club, from the Club itself, the following procedure shall be complied with:-

(a) The Committee shall constitute a three member " Grievances Committee " comprising of senior members/Lady members to give a fair and just hearing to the complainant member seeking redress

(b) The Grievances Committee shall submit their written report with clear cut recommendations to the Executive Committee. The Committee may either accept the recommendations or seek any additional clarification or information deemed appropriate or necessary. The Committee shall give due deliberation to all aspects of the complaint (including giving a personal hearing to the complainant) before announcing their decision.

(c) If the decision of the Committee is not acceptable to the complainant member, the matter will be placed before the General Body (House) during the General meeting for their consideration. Decision of the General body shall be final and binding.

(d) If any member goes to any court of law to seek redress against the Club without first exhausting the above channel of redress of grievances / complaints, or when a member does not accept the decision of the General Body (House) which is binding, then membership of such a member shall be deemed suspended till the case filed by the aggrieved member in a court of law is finally decided.

