



MEMORANDUM OF ASSOCIATION

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Name

1. The name of the Company shall be "The Kasauli Club Ltd "

Office

2. The registered office of the company shall be at Kasauli, or at such other place as the Committee may, from time to time, appoint .

Objects

3. The objects for which the Company is founded are :-
 - (a) To afford to its members all the usual privileges, advantages, conveniences and Accommodation of a Club.
 - (b) To promote tennis, squash, billiards, bridge and other games and pastimes normally promoted by a Club.
 - (c) To purchase, take on lease or hire, or otherwise acquire any moveable or immovable property, or any rights privileges necessary or convenient for the purpose of a Club.
 - (d) To construct or alter or keep in repair any building, grounds, courts etc, required or used by or in the interest of the company.
 - (e) To invest the money of the company not immediately required upon such securities as may from time to time, be determined on by the Committee.
 - (f) To borrow money which may be required for the purpose of the company on securities of the Company's property, or otherwise, by taking loans or issuing debentures.
 - (g) To join, amalgamate or reciprocate with any other Club or Association whether incorporated or not, intended for the promotion of any object in which the Company is interested.

- (h) To sell, improve, manage, develop, lease mortgage, dispose of or otherwise deal with all or any part of the property of the company, and especially including power to sell wines, spirits and other stores to members not residing in the "Club" or for consumption outside residential quarters, but in the Club premises.
- (j) To employ and hire Secretaries, Managers, Clerks, servants, workmen and to pay them and to other persons in return for services rendered to the Company, salaries, wages, gratuities and pensions in cash or in kind as may be decided by Committee.
- (k) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Limited Guarantee

4. Every Member of the Company undertakes to contribute to assets of the Company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member and of costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves such amounts as may be required not exceeding Rs. 50/-.
5. If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts any liabilities and property whatsoever the same shall be paid to or distributed among the effective members of the Company in equal shares.
6. We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of the Memorandum of Association:-

**Name, Addresses and
Description of Subscribers**

Colonel S.M. Banington,

Kenneth Deighton, Education
Services, M.P. Dholpur, Rajputana

**Name, Addresses and
Description of Attesting witnesses**

Lt. Col Lionel Harbert,
A.A. Genl. Kasauli.

Ganga Singh
Librarian, Kasauli Club.

**Name, Addresses and
Description of Subscribers**

Major D. Semple, R.A.M.C

H. Jackson, D.I.G. Police

Major, A.G. Gartwright,
2nd Yorkshire Regiment,
Kasauli.

Major T.E.O. Leary,

Royal Irish Fusiliers,
Kasauli.

Capt Lionel J. Shadwell,
Suffolk Regt.
Kasauli

**Name, Addresses and
Description of Attesting witnesses**

Ganga Singh
Librarian, Kasauli Club.

Chaman Lal,
D.I & Camp Clerk

Capt.H. St. C. Wilkins,
Queen's Regiment.

Sgt Major W. Beard, Battlion. Major
Bengal Unattachedlist,
Kasauli.

Ganga Singh
Librarian, Kasauli Club.



ARTICLES OF ASSOCIATION

ARTICLES OF ASSOCIATION OF THE KASALI CLUB LTD,

KASALI CANTT - 2019

1. **General.** Regulations contained in Table "C" of Schedule 1 of the **Companies Act, 2013**, shall apply to the Company, except in so far as they are varied or abrogated by the provisions made herein.
2. **Definition.** 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 on which the Articles become binding on the Club. In these Articles:-
 - (a) **"the Act** "means **Company Act No.1 of 2013** or any statutory modification or re-enactment thereof.
 - (b) **"the Company or the Club"** means "The Kasali Club Limited", Kasali Cantt.
 - (c) **"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 2013**.
 - (d) **"the Chairman"** means the Chairman of the Club elected/appointed according to the Articles.
 - (e) **"the Secretary"** means the Honorary Secretary & Executive Secretary and includes any person appointed by the Executive Committee/Chairman to perform the duties of the Secretary for the day to day/ routine administration of the Club.
 - (f) **"the Member"** means permanent members as per **Article 11** with voting rights, other categories excluded.
 - (g) **"Office"** means the Registered Office of the Company for the time being.
 - (h) **"Dependant"**: Only children by birth or legal adoption (below the age of 21 years) will be considered as "dependents" of various categories of members listed in these Articles of Association.

3. **Number of Members.** The Company for the purpose of registration is declared to consist of **Six hundred** members of The Kasauli Club Ltd, having voting rights, hereinafter called the "Club".
- (a) **Categories for Grant of Permanent Membership of Club and their Percentage.** In order to maintain a balanced proportion and to ensure a fair representation to candidates from different backgrounds /categories in the membership profile of the Club, permanent membership will be granted so as to maintain overall ratio-proportion /percentages for various categories as under:-
- | | | |
|-------|---|------|
| (i) | <u>Defence Serving.</u> Defence Services serving officers posted
any where in the country. | -15% |
| (ii) | <u>Defence Tenure.</u> Defence Services serving officers posted
at Kasauli. | -15% |
| (iii) | <u>Defence Retired.</u> Retired officers from defence services | -15% |
| (iv) | <u>All India Services.</u> Officers from All India Services i.e. IAS,
IPS, IFS, IRS, Indian Forest Service, Def Estate Officers , Judiciary
of High Court & above and Central Allied Services (individuals who
qualified through UPSC exam along with the IAS entrants) | -15% |
| (v) | <u>General Category.</u> | -20% |
| (vi) | <u>Green Card Holders.</u> | -20% |
- (b) Imbalances if any, in all the above percentages mentioned in Article 3 (a) will be corrected immediately, while considering fresh candidates for grant of membership.
- (c) In case of defence services officers (serving/retired/tenure) the combined ceiling of 45 percent will be maintained.
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 Criteria for Becoming Member.** Any person, of not less than 21 years of age, who meets the criteria as mentioned in Article 3(a) 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 the 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 other 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.2000/-
(ii) **Registration Fee (non refundable)** : Rs. 20,000/-
- (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 use the Club after becoming the member and incurs a debit balance.
- (c) Members of the Executive Committee are not eligible to propose or second as long as they serve on the Committee.
- (d) 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 11 (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 Candidates Book in the 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. The applicant for

membership shall be told his category and waitlist number on acceptance of his application by the Executive Committee.

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.
- (c) **“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. Only two chances will be given to the applicant to attend “At Home” failing which, his/her name will be removed from the waiting list. However, the Executive Committee will have the authority to waive this condition, in case the absence is due to exceptional circumstances.
- (d) **When Application is Rejected by the Committee or Membership Terminated.** A Candidate whose application has been rejected by the Executive Committee shall not use the Club at all in any capacity (including as a guest). This will also apply to members whose membership has been terminated for various reasons as per the rules and regulations of the Club.
- (e) **Non-Clubbable.** An applicant, who is not found clubbable during the “At Home” by a majority of the members of the Executive Committee, will not be considered for membership for next 5 years and his name removed from the waiting list. If he is already a member in some other category, then he will cease to be so on being found Non-Clubbable. Such candidates will be informed in writing about this and their membership cards issued by the Club will be withdrawn to prevent their misuse in other affiliated clubs.

Notification of Election of a Candidate

- 9. 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. The Committee is empowered to condone this delay in case of exceptional circumstances.

Categories of Membership of the Club

11. Permanent Members(P).

- (a) Applicants, fulfilling the criteria as laid down in Article 5 above may be granted Permanent membership as per his/her seniority on the waiting list in the Candidates Register of his/her Category, after following the due process.
- (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. These members will require to pay registration fee as per Article. They shall have all the privileges, rights and liabilities of a permanent member including the voting right during their posting at the above stations. On posting out of these stations they will cease to be members. The grant of Club membership to the serving armed forces officers under this clause will be over and above the ceiling membership of the Club. In case any such member wishes to apply for regular Permanent membership during his duration of posting, he may do so by paying registration fee but will be considered in his/her own turn in the category so applied with seniority from the date of his application for Permanent 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.

12. Honorary Members(H).

- (a) **Honorary Member.** Grant of Honorary membership is discontinued regardless of the position and appointment of the person. Honorary membership should be given to GOC- in – C, Western Command (Patron), Chakras Series Gallantry awardees, Olympic Medal Winners and Khel Ratna awardees.
- (b) **Senior Citizens as Hony Members.** Permanent members who have attained the age of 70 years are eligible for consideration for election as Honorary Members as senior citizens. Members who are elected as Honorary Members under this clause will be so deemed elected for life.
- (c) Honorary Members are entitled to use the Club without payment of monthly subscriptions. However, they will pay all other dues/fees/charges.
- (d) These members will not have voting rights, but can attend the AGM as observers.

13. Life Members(M).

- (a) Registered applicants for Permanent membership in order of seniority and subject to eligibility and screening as per procedure followed for induction of new members may be inducted as Life Members. They would be liable to pay entrance fee, monthly subscription and other charges as applicable.
- (b) Once Life member is inducted as a Permanent member, the vacancy of Life Members will be filled from the waiting list, strictly in the order of seniority for Permanent Membership in Candidates Book.
- (c) The number of Life members is restricted to **maximum 250 members.**
- (d) Election from Life to Permanent membership status is subject to availability of vacancy and review by the Executive Committee on the conduct of the Life member in conformity with the Articles of Association and Bye - Laws of the Club.
- (e) Life members will not have voting rights and cannot stand as candidate for the Executive Committee.
- (f) One ward of Life members (between 21 – 28 years only) is eligible for grant of Green Card membership for those granted Life membership after 15 Sep 2018.

14. Green Card Members (G).

- (a) Member's children will be allowed to use Club facilities on payment of monthly charges as per **Article 27(b)** if declared as dependant by the parents.
- (b) Member's Children means, real son /daughter by birth or by legal adoption.
- (c) The wards of Permanent members, Green card members, Life members and Spouse members (of Permanent & Life members only) who are between the age of 21 to 28 years will be eligible to apply. All other categories are excluded. However, member's unmarried/ married children above the age of 28 years who are otherwise eligible to become permanent member will have to seek independent membership as per **Article 5**.
- (d) Pending their induction as permanent members, they will be permitted to use the club as Green card holders on approval by the Executive Committee after consideration of their application for permanent membership and payment of entrance fees, subscription and other dues as applicable; **Article 27 (C)** refers.
- (e) They will have no voting rights.
- (f) Only those children who are enrolled as dependants as per sub **Article 14 (a)** above with effect from the date of enrollment of the parent as a member and have registered before completion of 28 years will be eligible for Green card facilities.
- (g) Green card will be considered for election for permanent members in their own turn as per Candidate book (in their category) subject to their meeting the criteria as laid down in **Article 5**.

15. Lady Subscriber/Spouse Member (L).

- (a) Only widows/widowers of Permanent, Life and Temporary members will be eligible for such membership. However on getting remarried they shall cease to be Spouse Subscriber members.
- (b) Lady Subscriber/Spouse Subscriber member shall pay difference of entrance fee prevailing at that time & will also pay all others charges, fees and subscriptions.

- (c) These members will not have voting rights.
- (d) Spouse of waitlisted candidates (in expired case) when due for "At Home" will also be considered for Spouse membership.
- (e) Spouse membership be given to the Spouse on the demise of Temporary Members but without the right of Green Card to their wards. Children of Spouse member Permanent/Life member (within 21 - 28 years of age) are eligible for Green Card. However, children of temporary member, Spouse will not be eligible for Green card.

16. Temporary Members(T).

- (a) Registered applicants for Permanent 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 charges as applicable.
- (b) Once Temporary member is inducted as a Permanent member, the vacancy of Temporary Members will be filled from the waiting list, strictly in the order of seniority for Permanent Membership in CandidatesBook.
- (c) The number of Temporary members is restricted to **maximum 200 members**.
- (d) Election from Temporary to Permanent membership status is subject to availability of vacancy and review by the Executive Committee on the conduct of the Temporary member in conformity with the Articles of Association and Bye - Laws of the Club.
- (e) Temporary members will not have voting rights and cannot stand as candidate for the Executive Committee.
- (f) Duration of Temporary membership is for maximum **15 Years**, for those granted Temporary membership after 15 Sep 2018.
- (g) Temporary members whose membership is terminated after **15 years** will retain the seniority for Permanent membership.

- (h) Temporary Members will be allowed to bring accompanied guests only.
- (j) It is mandatory to visit the Club **6 times a year**; failing which his Temporary membership will be reviewed by the Executive Committee for termination.

17. Corporate Members(C).

- (a) The Executive Committee may at its sole discretion admit Corporate Members from Private and Public Ltd. Companies having an annual turnover of minimum of Rs 50 Crore & having a standing of 5 years.
- (b) The Corporate Members (concerned Company) may nominate a maximum of four senior executives of its organisation to represent them, subject to their approval by Executive Committee.
- (c) The Corporate membership card to be issued to each of the four nominees shall bear the photograph of the member and shall be renewable on payment of annual dues in April every year.
- (d) The number of Corporate Members shall not exceed ten (10).**
- (e) They will not have right to vote and will not attend general meeting.
- (f) Tenure of a corporate member **will be 10 years.**

18. NRI Members(N).

- (a) The Executive Committee may at its discretion grant "NRI Membership" to NRIs having Indian citizenship or those having PIO/OCI Cards issued by the Indian embassies abroad. They shall pay the Entrance fee and Annual subscription as applicable from time to time.
- (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 (20).**
- (d) They will not have right to vote and will not attend general meeting.

(e) Tenure of NRI members **will be for 10 years.**

19. **Tenure Members.** Refer to Article 11.

(a) **Defence Tenure.** 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. These members will be required to pay Registration fee as mentioned in the Articles. They shall have all the privileges, rights and liabilities of a Permanent member including the voting right during their posting at the above stations. On posting out of these stations they will cease to be members. The grant of Club membership to the serving armed forces officers under this clause will be over and above the ceiling membership of the Club. In case any such member wishes to apply for regular permanent membership during his duration of posting, he may do so by paying registration fee but will be considered in his/her own turn in the category so applied with seniority from the date of his application for Permanent membership.

(b) **Tenure Membership to Class-I officers (Non Defence) Posted at Kasauli.** Class-I Gazetted Officers (Non defence) posted at Kasauli Cantonment only are eligible for tenure membership of the Club, subject to following terms:-

- (i) This membership will not be automatic, and the concerned officers will have to apply for the same.
- (ii) This membership will be without voting rights.
- (iii) The maximum limit of tenure membership for class I Gazetted officer (non defence) is fixed for a period of three years after which their membership will be terminated.
- (iv) Executive Committee will exercise discretion for grant of membership to non defence tenure members.

20. **Annual Resident Membership (ARM).** Applicants on the waiting list and residing in their own houses in Kasauli Tehsil limits may be permitted to use the Club facilities on yearly basis on approval by the AGM and Executive Committee, subject to fulfilling the following terms and conditions :-

- (a) The candidate to submit an application for grant of Annual Resident Membership.
- (b) The applicants should be residing in Kasauli for most part of the year and owning residential property in Kasauli Tehsil. Lease deed for 99 years will also be permitted.
- (c) Proof of ownership of residence/99 years lease must be submitted with the application. Property held in the name of spouse/wife will also be accepted subject to submission of proper documents in support of such claim.
- (d) The number of Annual Resident Members is **restricted to 50**.
- (e) They will not be allotted residential accommodation. However they may be allowed to use other facilities being provided by the club.
- (f) Such members will only be allowed to bring accompanied guests as per laid down specified limit.
- (g) Willing Candidates to apply for renewal of ARM by the end of the calendar year. The renewal will be granted based on clubability and approval by the Executive Committee (EC). The renewal shall not be automatic and shall not be claimed as a right of automatic extension.
- (h) Such membership may be terminated at the discretion of the EC for violation of any of the Articles of Association & Bye- Laws of the Club.
- (j) Candidates granted ARM will not stake claim (or any right) for grant of any priority/preference for grant of any other type of membership of the club.
- (k) Candidate submitting wrong information shall be liable to termination of membership.
- (l) It is mandatory for the ARM to visit the Club minimum **8 times a year**; failing which his/her membership will be reviewed by the Executive Committee for termination.

21. **Mess Members.** All Officer Messes located at Kasauli, Subathu, Solan, Dagshai, and of Infantry Battalions at Jutogh & of HQ Western Command will become members of Kasauli Club Ltd. immediately on receipt of intimation from PMC of that Mess, on arrival in the station, on payment of entrance fees. Each 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 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.

22. **Casual Members/ Guest of Members.** Eligible person on a short visit to Kasauli may be allowed to use Club as a casual member on being proposed (by email / in writing / mobile message) by a permanent member or by the Secretary or on receipt of specific written request from the member to be considered as guest of members. The Secretary may allow/ accept such requests only if such guests of members are found clubbable and are adhering to the laid down Dress Code for the Club. Such guests of members/ casual members shall pay charges as per **Article 27L**.
- (a) Be allowed use of Club facilities for not more than one week at one time.
 - (b) They will provide attested (or self- attested) photocopy of proof of their identity & address and also give their contact details (viz their mobile phone number and e-mail address etc).
 - (c) **For serving / retired defence services officers staying at Western Command Holiday Home, Kasauli, MES IB or in any of the Army / Air force Officers Messes authorised at Kasauli Cantt,** the rates applicable would be as specified in **Article 27L (c)** subject to producing defence services Identity Card as well as Holiday Home booking slip in the officer's own name. This facility is not transferable.
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.**
- (a) 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 the 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) (iii)**.

(b) The Chairman to be granted out of turn Permanent membership from the Defence Quota, wherever a vacancy exists.

25. **The Secretary.** The Secretary shall as far as possible be elected by the Executive Committee from amongst its members. If for any reason it may not be possible to have a member of the EC to perform the duties of Secretary then Chairman at its discretion will appoint an Executive Secretary. The Secretary/ Executive 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/Executive 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 to manage the day-to-day and routine administration/affairs of the Club. The Executive Secretary will have all the rights and privileges as enjoyed by any other elected member.

27. **Entrance Fees & Monthly Subscription.**

Permanent Members

- | | | |
|-----|------------------------------|----------------|
| (a) | Entrance Fee | - Rs20,000/- |
| (b) | Monthly Subscription | |
| | (i) Members including spouse | - Rs100/- |
| | (ii) Per Dependant | - Rs 50/- each |

27A **Honorary Members.**

- | | | |
|-----|--------------|--|
| (a) | Entrance Fee | - Rs 5,000/- only for Honorary elected directly. |
|-----|--------------|--|

- (b) Monthly Subscription.
 - (i) Members including spouse - Nil
 - (ii) Per Dependant - Rs 50/- each

27B Life Members.

- (a) Life Membership Fee - Rs 3,00,000/-
- (b) Entrance Fee - Rs 20,000/- (On becoming Permanent member, to pay difference amount prevailing at that time.)
- (c) Monthly Subscription
 - (i) Members including spouse Rs 150/- wef 1st month of election.
 - (ii) Dependant Rs 75/- each

27C Green Card.

- (a) Entrance Fee - Rs 20,000 (On becoming Permanent, to pay difference amount prevailing at that time).
- (b) Monthly Subscription
 - (i) Members including spouse - Rs 100/-wef 1st month of election.
 - (ii) Per Dependant - Rs 50/- each

27D Lady / Spouse Subscriber.

- (a) Entrance Fee - Spouse of Permanent /Life /Temporary who are elected as Spouse subscriber members are exempted from Entrance fee as it has already been paid once.

- (b) Monthly Subscription:
- (i) Lady subscriber - Rs 60/-
 - (ii) Per Dependant - Rs 30/- each

27E **Temporary Members.**

- (a) Entrance Fee - Rs 20,000 (On becoming Permanent, to pay difference amount prevailing at that time).
- (b) Monthly Subscription
 - (i) Members including spouse - Rs 300/-
 - (ii) Per Dependant - Rs 150/- each.

27F **Corporate Members.**

- (a) Entrance fees - Rs 3,00,000/- (Rupees Three Lakh)
- (b) Annual Subscription (per nominee) - Rs 36,000/- (Rupees Thirty Six Thousand)
- (c)(c) Security (refundable) - Rs 50,000/-
- (d)(d) Change in Nominee - Rs 50,000/- (Rupees Fifty Thousand)

27G **NRI Members.**

- (a) Entrance fee - Rs 3,00,000/- or corresponding USD
- (b) Annual Subscription - Rs 24,000/- or corresponding USD
- (c) Security (refundable) - Rs 40,000/-

27H Tenure Members.

- (a) Entrance Fee - Rs 10,000/- on becoming a Permanent member
[@ 50% of Article 27])
- (b) Registration Fee - Rs 2,000 (Refundable)
- (c) Monthly Subscription - Rs 60/- per month
- (d) Each dependant - Rs 30/- per month.

27J Annual Resident Membership.

- (a) Monthly Subscription - Rs 1250/- per month
- (b) Building Fund - Rs 1000/- per annum
- (c) Security (refundable) - Rs 10,000/-.
- (d) Each dependant - Rs 100/- per month.
- (e) Staff Welfare Fund - Rs 1250/- per annum
- (f) Diwali & New Year Bonus - Rs 500/-

27K Mess Members.

- (a) Entrance Fee - Rs 1,000
- (b) Monthly Subscription - Nil

27L Casual Members.

- (a) **July to April (Guest unaccompanied by the member).**
 - (i) Per Single individual - Rs 250/- per day inclusive GST.

(ii) Per Child (6 to 18 Years) - Rs 125/- per day inclusive GST.

(b) May & June (Guest unaccompanied by the member).

(i) Per Single individual - Rs 350/-per day inclusive GST.

(ii) Per Child (6 to 18 Years) - Rs 175/- per day inclusive GST.

(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. This is applicable subject to producing Defence services Identity card as well as Holiday Home / Officers Mess booking slip in the Officer's own name. This facility is not transferable. The rates are as under:-

(i) July to April (Guest unaccompanied by the member).

(aa) Per Single individual - Rs 150/- per day inclusive GST.

(ab) Per Child (6 to 18 years) - Rs 75/- per day inclusive GST.

(ii) May & June (Guest unaccompanied by the member).

(aa) Per Single individual - Rs 250/-per day inclusive GST.

(ab) Per Child (6 to 18 years) - Rs 125/- per day inclusive GST.

(d) Additional Catering Charges. 25% additional catering charges to be levied to casual members.

27M Other Charges.

(a) **One Time Mandatory Contribution (Non Refundable).** Rs 20,000/- on becoming a member.

(b) **Staff Welfare Fund (Annual).** One Month's Subscription.

- (c) **Security Deposit (Refundable).** Rs 3,000/- (Except ARM, Corporate & NRI)
 - (d) **Diwali & New Year Bonus.** Rs 500/-
 - (e) **Taxes.** Taxes as applicable will be levied.
28. **Annual Charges for Building/ Maintenance Fund.** All categories of members except Casual Members are required to pay annual building/ maintenance fund to be billed in April at the rate of Rs 1000/- per year. (Tenure members to pay 50%).
29. **Charges for Games/Sports/Cards.** The monthly subscription 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.
30. **Voting Rights of Members.** Only the Permanent members (including tenure members and the officers messes) 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 fee etc and all other dues of the Club in full.
31. Blank (Point incorporated in **Article 30** above)
32. Blank (Alreadyblank)
33. **Members Not to Use Club if Dues Outstanding.** At the discretion of the Executive Committee, a member may not be allowed to use the Club while any amount is due from the member 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 resignation 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 37 & 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 $2/3^{\text{rd}}$ 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 Club bills will be paid by the 30th day of the month in which they are incurred. Members who fail to settle their bills within 30 days of the date of issue of bill, a penalty of 10 percent will be chargeable for every delay of 30 days on a cumulative basis from the date of bill. Members with outstanding bills shall be liable to be deprived of his/ her membership of the club under **Articles 35 to 39** at the discretion of Executive Committee. All members will therefore ensure that they have sufficient funds in their accounts at all times. There is no credit facility available.
37. **Posting of Names on Club Notice Board for Non Payment of Bills.**
- (a) **First Reminder for Non Payment.** Members who fail to settle their bills within 30 days of the date of issue of bill, will be sent the first reminder on the 31st day by Email & Registered post (at the members expense), to the permanent address given by the members on their application form for grant of membership of the Club/ the latest address recorded by the member in the Club office.

- (b) **Posting of Names with Outstanding Bills on Club Notice Board.** The names of members with outstanding bills even after sixty (60) days of date of bill shall be posted on the Club Notice Board for a period of ninety (90) days.
- (c) **Second Reminder for Non Payment.** The second reminder for outstanding bills will be sent after expiry of ninety (90) days from the date of bill. The second reminder will be sent by Email & Registered post (at the members expense), to the permanent address given by the members on their application form for grant of membership of the Club/ the latest address recorded by the member in the Club office.

38. Members Whose Names are Posted on Club Notice Board.

- (a) A member whose name is posted on the Club Notice Board shall be debarred from use of the Club and a registered letter at the defaulter's expense intimating this shall be sent to the member 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 their Club 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. Termination of Membership for Non- Payment of Bill. A member shall cease to be a member under the following conditions:

- (a) If the member's name has remained posted on the Club Notice Board as a defaulter for nonpayment of bill for a period of ninety consecutive days or the member's bill remains outstanding for a period of 150 days (from the date of issue of bill), then on the expiry of that period he shall cease to be a member. The period of 150 days expire on 29 Sep for the payment of the Annual Subscription bill, thus termination of membership for nonpayment of Annual bill will be on 30 Sep. The outstanding amount of the bill will remain against the name of the terminated membership till the month of Feb of that financial

year ; thereafter the amount to be taken up in the Executive Committee Meeting of March of that financial year for writing off as bad debts.

- (b) If a member's name has 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 and the Secretary shall forthwith notify him/her that his/her name has been removed from the list of members.

40. Restoration of Membership. Full privileges of membership may be restored by the Executive Committee if the outstanding bill against the member has been paid in full prior to expiry of 90 days of posting of his name on the Club notice board or if the Executive Committee is of the opinion that there are good and sufficient reasons for such restoration.

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 army 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 Members.

(a) Election of Executive Committee 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) A permanent member will not propose or second the name of more than one candidate each (i.e. he can propose one candidate and second another candidate).
- (iii) **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 Secretary.** 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 Body 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 years from the date of first election.

Note. Not eligible, if the candidate has been in the Executive Committee for:

- (i) Three Consecutive years.
- (ii) Five years in a span of ten years

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 three meetings of the Executive Committee be held between 1st Nov. to 31st March.
- (c) Each member of the Committee shall have one vote, excepting that 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 duly served on him then at discretion of the Committee his name may be removed from the list of Committee members for that year (**Section 167 (1)(b) 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. **In other words the Committee is empowered to take all decisions in the best interest of the Club.** " It will be incumbent on the Executive Committee to examine the proposal in its totality, looking to need, costs, viability, running costs etc, for which administrative approval has been given by the AGM". 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 179(3) of the Companies Act 2013**, 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 179 (3) of the Companies Act 2013** 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.
- (j) To act on behalf of the Club in all matters relating to bankrupts and insolvents.
- (k) Subject to **Section 179 Act 2013**, 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.
- (l) 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.
- (m) Subject to **Section 181 of the Companies Act 2013**, 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.
- (n) To maintain and allocate residential accommodation to the members.
- (o) 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.
- (j) The procedure at General Meetings and the meeting of the Executive Committee.
- (k) 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 thereof 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).**

51C. **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 of vacancies on 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-Committees.** 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 **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 GeneralMeetings.
- (b) **Extraordinary General Meeting (EGM).** The Executive Committee may at any time or on the written requisition of **fifty or more** members, convene an Extra Ordinary General meeting within 30 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 requisitioning the said meeting. Such requisition shall be lodged with the Secretary. The meeting shall deal only with the matter for which the meeting has been requisitioned.

- (c) **Period of AGM or EGM to Be Held.** AGM will be held in Sep every year and EGM should be permitted to be held at any time in the year.
- (d) **Minutes of the Meeting.** In accordance with **Section 118, of Companies Act 2013,** Minutes of AGM 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 102 of the Company Act 2013.** 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 Meetings.** The business of the ordinary General Meeting held in **Sep** 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 or proportion of the votes recorded in favour of or against such resolution.
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 may be given personally. Proxy voting is not permitted.
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** is blank now)
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 henceforth 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