

**Dated 22<sup>nd</sup> February, 1901**

**AMENDED  
ARTICLES OF ASSOCIATION  
of the  
DEHRA DUN CLUB LIMITED (BY GUARANTEE)  
(Amended up to 31<sup>st</sup> August 2024)**

## Memorandum of Association of The Dehra Dun Club Ltd.

- (1) The name of the club shall be the Dehra Dun Club Limited.
- (2) The Registered office of the Club shall be at Dehra Dun on the premises known as the Dehra Dun Club and numbered 56 in the Dehradun Local Registry or at such other place as the Committee may from time to time appoint.
- (3) The objects for which the Club is established are:-
  - i) To afford to its Members all the usual privileges, advantages, conveniences and accommodation of a club.
  - ii) To promote social intercourse and to provide entertainments and healthy recreation for its Members.
  - iii) To take over the effects and liabilities of the present unincorporated Association known as the Dehra Dun Club.
  - iv) From time to time to borrow monies which may be required for the purpose of the Club, on security of the Club's property, or otherwise by taking loans or issuing debentures.
  - v) To purchase, take on lease or hire, or otherwise acquire any movable or immovable property or any rights or privileges necessary or convenient for the purpose of the Club.
  - vi) To construct, alter, or keep in repair any buildings required for or used by the Club.
  - vii) To invest the money of the Club not immediately required upon such securities as may, from time to time, be determined on by the committee.
  - viii) 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 Club is interested.
  - ix) To sell, improve, manage, develop, lease, mortgage, dispose off or otherwise deal with all or any part of the property of the club, including power to sell wines, spirits and other stores to Members not residing in the Club premises or for consumption outside those premises.
  - x) Dehra Dun Club Ltd. Dehra Dun incorporated under the Indian Companies Act as a Limited Company/ Association formed for the purpose not of gains.
  - xi) Generally to do all such things as are incidental or conducive to the attainment of the above objects.
- (4) Every Member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time he is a member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member and of the cost, charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Rs. 1,000/-
- (5) If upon the winding up or dissolution of the Club there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be paid to or distributed among the Members of the Club in equal shares.

We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Name, Address and Descriptions of Subscribers	Name, Addresses and Description of Attesting witnesses
(Sd.) A. J. C. Seymour, Dehra Dun	
(sd) W. Campbell, (Retired) Dehra Dun	
(sd) W.H. Reynolds Late Supdt. Forest Surveys, Dehra Dun	(sd) H.W. Elphick Capt. I.M.S. Dehra Dun
(sd) S.G. Burrard, Major R.E. Dehra Dun	
- (sd) W.F Kirton, C.S. Dehra Dun	
- (sd) H.W. Elphick, Capt. I.M.S. Dehra Dun	(sd) W.F. Kirton, C.S. Dehra Dun
(sd) R.A. Swetenham, Col. Dehra Dun	(sd) H.W. Elphick, Capt. IMS Dehra Dun

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**SECTION I**  
**Constitution of the Club**

**Article 1**

For the purpose of Registration, the Club is declared to consist of 3000 Members.

**Article 2**

There shall be three classes of Members: Permanent, Temporary and Corporate. Only Members / Affiliated Club Members and families, dependants and guests of members of the Club shall be eligible to enjoy the services and facilities of the Club and no non-Member shall be entitled to use the Club.

**SECTION II**  
**Admission of Members**

**Article 3**

All Gentlemen/Ladies received in general society are eligible for acceptance as Permanent or Temporary Members. The decision of the Managing Committee in accepting or rejecting any member shall be deemed final. Provided that a minimum of (5) Committee members shall constitute the quorum for all meetings.

**Article 4**

Candidate for admission to the Club as Permanent member who is more than 25 years old may be selected by the Managing Committee of the Club up to the maximum of 160 during the tenure of the Managing Committee between two successive Annual General Meetings as under:

- |                     |     |
|---------------------|-----|
| a) Regular Category | 100 |
| b) Dependents       | 50  |
| c) Corporate        | 10  |

In addition to the adjustments outlined in clause 1 of the article, all long-term pending applications from Eligible Dependents Applicants till the date of the EOGM 31.08.2024 shall be deemed eligible as a one-time measure during 2024-25. This is intended to alleviate the backlog of pending applications of Dependent Category.

#### **Article 4A**

Up to 10 people may be inducted every year as Permanent members of the club on priority basis by paying INR 20,00,000/- plus applicable GST per member. Candidates for this membership may be selected either from the existing waiting list of the Regular category or from fresh applicants.

This opportunity will be available to the first ten (10) qualifying applicants who meet the required payment and the conditions set by the Club's Management Committee in accordance with the articles of association and applicable law.

#### **Article 5**

Those Permanent members desirous of surrendering their membership in favour of their son/ daughter may give an application for consideration to the Managing Committee. If the application is accepted the son/ daughter shall have to deposit the requisite Deposit as per Article 30 and Entrance Fee as per Article 29A(i) and shall be entered in the members register as a permanent member in place of his/her father/mother. The son/daughter should have attained the age of 25 years as per Article 4 above to be eligible for membership.

#### **Article 6(1)**

Application by dependent for permanent membership shall be received provided:

- (a) The dependent has attained the age of 21 years and is not more than 30 years on the date of submitting the application.
- (b) The dependent is proposed by his/her father/mother who should have held a continuous membership for minimum of 3 years and confirmed by the Managing Committee as Permanent member, before he/she submits the application. In case the father/mother has expired any permanent member can propose provided the father/mother should have held a continuous membership for minimum 3 years.

#### **Article 6(2)**

- (a) Application received under section 6.1 shall be entered in a dependent register in a serial order and accordingly scrutinized.
- (b) The dependent will only be inducted as a member after he/she attains the age of 25 years.

#### **Article 7**

Permanent membership shall only be confirmed, at the first meeting of the Managing Committee held, after one year from the date of membership. During this period of one

year, if there are any violations of the constitution any bye laws of the Club or default in payment of dues or it is found that the membership has been obtained by misrepresentation or fraud or in contravention of any of the requisites for being made a member as stated in Articles 4a and 4b, in that event, the membership will be terminated and entrance fee forfeited. During this period of one year, such member shall have no voting right and shall be considered as a temporary member and his/her name shall be entered in the members register upon confirmation.

#### **Article 8**

Applicant whose proposer or seconder is in default shall be rejected "No dues" certificate shall be given by the Club office regarding the proposer and seconder before the application is entered in the register.

#### **Article 9**

##### **CORPORATE MEMBERS:**

The Managing Committee may at its sole discretion admit corporate members (Public Limited Companies registered under the Indian Companies Act 2013 listed on recognized stock exchange). The corporate member may nominate a maximum of 5 senior executives of its organization to represent them. The entrance fee for each person so nominated shall be Rs.10,00,000/- per person in corporate category. The entrance fee so collected shall only be invested in unencumbered deposit in scheduled banks or government securities. The Club shall only be authorized to utilize the interest earned from such deposits and the original investment shall not be utilized without the permission of the General Body. The total number of members nominated by such corporate bodies during the term of a Managing Committee shall not exceed 10 in any case. The name of the company shall only be entered in the Register of Members as the Corporate Member. The Corporate Member (the company) shall only have one vote irrespective of the number of nominated executive. The vote shall be allowed to be cast only by one nominated executive duly authorized by the board resolution of the company.

#### **Article 10**

The Managing Committee of the Club may at its discretion admit life member who holds continuous membership, as permanent or Special category member of the Club for a minimum period of 25 years on payment of a lump sum "one time" fee of 50% of prevailing entrance fee of the respective class. Life member so admitted shall not be charged any monthly subscription and they shall be governed by the Memorandum and Article of Association of Club. The fee so collected shall only be invested in unencumbered deposits in scheduled banks or Government securities. The Club shall only be authorized to utilize the interest earned from such deposit and the original investment shall not be utilized without the permission of the General Body.

**Article 11**

The Management Committee may at its discretion admit life members to the sports, games and health club facilities on payment of "one time" fee to be determined by the Management Committee. Dependent children of such life members shall also be entitled to use these facilities till he/she is granted Membership of the Club. Life member shall not be charged any monthly/daily subscription for the use of these facilities. The fee so collected shall only be utilized by the Club for the improvement and maintenance of these facilities.

**Article 12**

Every candidate for Permanent Membership must be proposed by one and seconded by another Permanent Member. This proposal shall be made by prescribed form to the Committee. The prescribed form shall be signed by the proposer and seconder and shall contain the name in full of the candidate, his residence, rank, profession, business or occupation and in case he has been proposed previously and not accepted the fact shall be mentioned. A Register of such applications shall be maintained by the Secretary duly initialed by him against each proposal in a serial order of the date in which these are received with deposit. Applicant will be considered in the same order. Applicants will be called for an AT HOME only twice. Applicants who fail to attend the AT HOME will lose their seniority. The proposer and seconder (both for temporary and permanent membership) shall be liable for suspension if any false information is given in the form, however this suspension can only be effective if the Management Committee approves such action, provided that at all such meetings (5) committee members shall form the quorum.

**Article 13**

The particulars of candidate shall be entered in a list which shall be placed on the Notice Board and shall remain there for not less than one month prior to the selection of members. If any member has any objection to a name on this list, he/she is at liberty to write a confidential letter to the Club President. The candidate, along with his/her spouse, shall be called to meet the Managing Committee members and their spouses at an "AT HOME" event before being finally considered for membership by the Committee. The final selection shall be made by a secret ballot, requiring a two-thirds majority of the Managing Committee members present at the meeting. For such meetings, a quorum shall be formed by five members.

Additionally, effective from the date of the Extraordinary General Meeting (EOGM) 31.08.2024, the quorum requirement is reduced from seven members to five members throughout the current Articles of Association.

**Article 14**

Pending acceptance, any candidate may be permitted to use the Club, as provided in Article 20, his/her proposer and seconder being jointly and severally responsible for the

debts incurred by him/her and he/she shall be classed as temporary member as laid down in Article 20. para (1)

**Article 15**

On the acceptance of a Member, the fact shall be notified to him/her in writing within seven days in the following form and a copy of the Memorandum and Articles of Association of the club forwarded to him.

To  
Sir/Madam,

I am directed by the Committee of Dehra Dun Club Ltd. to inform you that you have been duly accepted as a member. I enclose a copy of the Memorandum and Articles of Association of the Club and am instructed to state that on your paying the entrance fee in conformity with the Articles of Association of the Club and on your signing and returning the accompanying declaration, your name will be placed on the register of members and you will be entitled to all the rights and privileges of a member as defined by the Articles of Association. Your permanent membership will be confirmed only after one year from the date of membership and your name will be placed on the register of members upon confirmation.

Yours faithfully  
Secretary

Secretary

I.....hereby declare that I agree with the Dehra Dun Club Limited to become as from this date a member of the Company or Association incorporated and registered under the name and to confirm to and be bound in all respects by the Memorandum and Articles of Association of the Club and I hereby authorize and empower the committee to enter my name on the register of members upon confirmation.

I further declare that if any of the information given by me are found to be wrong and false or if my membership application is accepted in contravention of the Club Articles, then in that event my membership can be terminated by the Managing Committee and deposit forfeited.

Date this.....day of.....,20.....

**Article 16**

If a member under regular category is accepted by the Managing Committee, they must pay the entrance fee within one month from the date of acceptance of their membership. Failure to pay the entrance fee within this time frame will result in the cancellation of membership and the member will not be able to enjoy Club privileges until the entrance fee is settled.

However, if a member accepted by the Managing Committee is a salaried employee (not Director or Managing Director of a Company), they have the option to pay 50% of the entrance fee upfront, amounting to Rs. 2,50,000/- plus applicable taxes, and the remaining balance in 10 equal installments of Rs. 25,000/- each plus applicable taxes. Defaulting on any installment will result in forfeiture of previously paid amounts and termination of membership.

Furthermore, until the full entrance fee is paid, the member's name will not be entered into the Permanent Member Register. They will have access to Club facilities but without the right to vote.

#### **Article 17**

If the entrance fee is not paid within 30 days from the date of acceptance, the acceptance shall stand cancelled.

#### **Article 18**

Should the candidate not be accepted the fact shall be communicated to his/her proposer and seconder, who must inform him/her that he/she will not be entitled to the use of the Club thereafter.

#### **Article 19**

Any candidate having applied for membership and who has not been accepted shall have to apply afresh for which he/she shall not be eligible until the expiration of one year, and such candidate may not be eligible for acceptance more than twice.

#### **Article 20**

On application to the President or in his absence to the Vice-President duly proposed by a permanent member of the Club, any outstation (nonresident of Dehra Dun District) gentleman/Lady may at the discretion of the President or Vice President be accepted as a temporary member for one month at a time which may be renewed for another month during one calendar year except in the month of December, May and June. No membership card will be given to such a member. He/she shall pay subscription of Rs. 2,500/- per month. This subscription shall be payable in advance every month.

#### **Provided:**

- (1) That a Temporary member will not be entitled to credit facilities, he will be allowed to use the Club against cash only.
- (2) That the President will have the discretion to terminate the Temporary Membership without assigning any reason.

#### **Article 21**

The Club committee may relax rule 4 to 16 in the case of a member belonging to Military Mess located at Dehra Dun by permitting the Mess to pay lump sum fee of Rs.

10,000/- along with a fee of Rs. 1,000/- per member being sponsored by the Mess. On payment by a mess of the amount, the members of the mess may become Mess nominated members on being approved by the Club Managing Committee. Members so sponsored by the Messes shall be called nominated Mess members and shall be classified under temporary members and that such membership shall cease upon the officer being posted out of Dehra Dun station.

- a. It shall not be necessary to comply with Rules 4 to 15. The approval of the Managing Committee shall amount to acceptance. But the signing of a declaration form as mentioned in Rule 15 by such members shall be necessary.
- b. Such members shall not be required to pay any individual or separate entrance fee as required by Rule 29 besides the lump sum fee paid by their Messes.
- c. Such members shall pay a monthly subscription and cover charges as required by Article 31.

### SECTION III Termination of Membership

#### **Article 22**

Member's connection with the Club shall be terminated in any of the following ways:

- (1) By voluntary resignation from a prospective date by a letter addressed to the Committee.
- (2) By his/her being adjudicated insolvent.
- (3) By his/her being dismissed from the public service.
- (4) By his/her being found guilty by a competent tribunal of a criminal offence involving moral turpitude or of other gross misconduct.
- (5) By his/her not paying his bill after 2nd warning as provided in Article 37 and 39.
- (6) By expulsion, by a vote of not less than two-third of the members of the Committee to be recorded in writing.
- (7) By ceasing to be a Member of his Mess if the Member has been selected under Article 21.

#### **Article 23**

Anyone ceasing to be a member by operation of clause (1) of Article 22 may be re-accepted at the discretion of the Managing Committee. Upon reacceptance he/she will pay 50% of the entrance fee as applicable by Article 29 as reacceptance fee, along with full deposit if not already paid. Anyone ceasing to be member by operation of clause (5) of Article 22 may be re-accepted at the discretion of the Managing Committee. Upon reacceptance he/she will pay 50% of the entrance fee prevailing at the time of reacceptance, as reacceptance fees, of his/her respective category in which he/she had obtained membership, along with full deposit if not already paid. The Managing Committee shall have no discretion to waive off the above prescribed reacceptance fee or balance deposit amount.

**Article 24**

Anyone ceasing to be member by operation of clause (2) of Article 22 may be re-accepted after grant of discharge certificate by a Court of Law in case of insolvency and in other cases by the Managing Committee and in such cases the limits of acceptance of new members provided in Article 4 shall not apply, without entrance fee.

**Article 25**

An officer ceasing to be member by operation of clause (7) of Article 22, may again become a member if he joins a Mess contributing under Article 21

**Article 26**

Anyone ceasing to be a member under clause (3), (4) or (6) of Article 22 shall not be eligible for reacceptance.

**Article 27**

Members whose connection with the Club is terminated under any clause of Article 22 shall not be freed from liability to pay any arrears due by them to the Club and the Committee shall use all the due diligence to recover the same.

**Article 28**

Re-acceptance shall not take place until all sums due from the candidate to the club have been paid.

**Section IV  
Charges and Payments**

**Article 29**

- A) i) The entrance fee for Permanent Membership shall be set at Rs. 5,00,000/- (Rupees Five Lakh Only) plus applicable taxes.
- ii) For Corporate Membership, the entrance fee shall be Rs. 10,00,000/- (Rupees Ten Lakh Only) plus applicable taxes for each nominated executive.
- B) The entrance fee for Permanent Membership of the Club for dependent sons / daughters of Permanent Members shall be 50% of the entrance fee outlined in Article 29(A) I).
- C) The entrance fee for dependent sons/daughters of confirmed Permanent Members, as per the Register of Members as on 24th March 2011, is fixed at Rs. 25,000/- (Rupees Twenty-Five Thousand) plus applicable taxes. Article 29(B) shall not be applicable to such dependent sons/ daughters. However, after 24th March 2011, all dependent members inducted as Permanent Members shall be subject to the provisions of Article 29(B).

### **Article 30**

Effective from the date of the EOGM 31.08.2024 onwards, all applications from the Regular category, Single Lady & Corporate applicants shall necessitate a non-refundable application form fee of Rs. 5,000/-, along with applicable GST. Similarly, starting from the date of the EOGM 31.08.2024 onwards, applications from Dependents will be subject to a non-refundable application form fee of Rs. 2,500/-, plus applicable GST.

Upon becoming a permanent member, it is obligatory to submit a refundable interest-free deposit of INR 20,000/- to the Company at the time of induction, which shall not be utilized by the Club and will only be kept in unencumbered fixed deposits in the scheduled banks to be renewed from time to time. This interest free deposit shall only be refunded or adjusted on the expulsion, resignation of member from membership, surrender of membership by the member or demise of the member and after the adjustments of club dues, if any.

Starting from the date of the EOGM 31.08.2024 the term Security Deposit throughout in the existing Articles of Association of the Company is hereby termed as Deposit.

### **Article 31**

All members, except temporary members under Article 20, shall pay Rs. 600/- plus applicable taxes as monthly subscription. For senior members (aged 65 years with club membership of 10 years standing), the subscription shall be 50% of the basic subscription plus applicable taxes rounded off to the nearest rupee. Senior members (aged 65 years with club membership of 45 years standing), shall pay a token subscription of Rs. 11/- plus applicable taxes only.

However, in the event of a membership transfer, the new membership number will be allocated to the transferee member, and the membership period will be calculated from the date of allotment of the new membership number.

### **Article 32**

Lady Members after the death of their Husband who had been Permanent Member of the Club:

If a widow of a Permanent Member likes to continue the Permanent Membership of her husband after his death, she may do so by paying the monthly subscription as per Article 21. She shall be classified as Permanent Member with full rights and privileges as applicable to Permanent Members. Provided if the Lady gets remarried she shall have to pay the full entrance fee applicable at that time.

### **Article 33**

In special cases on the nomination of 5 permanent members of the Club (not being members of the Committee) the committee is empowered to allow ladies UNMARRIED, DIVORCEE AND WIDOWS ONLY, residing in Dehra Dun, who by the reason of their

association with Dehra Dun, might in the opinion of the committee be reasonably expected to avail themselves of privilege of becoming members, to use the Club facilities of the Club set apart for ladies on payment of the subscription and cover charge as per Article 31 up to a maximum of 10 (ten) during the tenure of the Managing Committee on deposit of refundable Deposit of Rs. 50,000/-. But Ladies accepting this privilege must understand that this membership shall be classed as temporary, her dependents will be allowed as per Club Rules and the ladies shall have no voting right and the Committee may at any time withdraw the same if they get married/remarried or by the decision of the Committee or at the request of 5 permanent members of the Club (not being members of the Committee) should it appear expedient to the majority of their number to do so. The proceedings of the committee assembled to decide such a case shall be private and not be placed on record.

#### **Article 34**

Members residing in the Club shall pay for the room rent, provisions, wines, messing, guests, games, swimming pool, golf, club, health club etc., according to such arrangement as the committee shall make from time to time and at the rates fixed by them.

#### **Article 35**

All payments due to the Club shall be made by crossed/order cheques, payable at par at Dehra Dun only, in the name of Dehra Dun Club Ltd., should it be necessary for any special reason for a payment to be made in cash, the Member making such payment will himself be responsible for obtaining a formal receipt for the amount paid, from the Secretary.

#### **Article 36**

All bills are payable monthly, and members leaving Dehra Dun are invited to settle their account before departure.

#### **Article 37**

Club bills for the past month shall be paid within 15 days of the dispatch of the bill, if the payment is not received by that date a registered reminder will be sent and a copy by Speed Post asking for the payment. A member who fails to pay bill even on the registered reminder within 15 days from the date of dispatch, he/she will be posted as a defaulter and remains as such till he/she clears his/her dues and he/she will hence forth be debarred the use of the Club until settlement of his/her dues. If a member does not clear the club bills in full within 15 days of posting as a defaulter, he/she automatically ceases to be a member of the Club. Any member who is posted as a defaulter will have to clear all his/her club dues, accumulated up to the date of payment in full, together with Deposit of Rs. 20,000/-, refundable when he/she ceases to be a member as per Article 20A, whereupon his/her name shall be deleted as a defaulter. All postage charges for sending the registered reminder as well as advance copy of the same under certificate of posting shall be charged to member concerned. A member can be sent the bill by registered post if he/she sends the

request in writing to the Secretary, however, the registration expenses will also be added in the bill of such person.

#### **Article 38**

All Club Members shall have the option to sign vouchers or use Debit Cards for availing of Club facilities. For all cash payments Members shall use only Debit Cards. Prepaid Cards shall be recharged at the Club office by cash payment. Visiting Members shall however use only Debit Cards after obtaining pre-charged Cards from the Club Office. Monthly Bills shall be raised for which payment shall be made as provided in Articles 35 to 37. The Total indebtedness of the Club by any Member at any time should not be allowed to exceed the limit of Rs.2,500/=. If for special reasons a member anticipates incurring greater indebtedness, he/she should communicate with the Secretary and the committee at its discretion may authorize the excess. For the benefit of Members in case when the limits are being approached, the Secretary should inform the members concerned and ask for payment in full. If full payment is not made by the time limit reached, as provided in Article 36, further recharging of the Prepaid Card will be stopped unless the committee has sanctioned the excess.

#### **Article 39**

Any member who has once been posted as a defaulter and who has paid his/her arrears in full, will not be allowed a credit of more than Rs. 1000/- for one year and on reaching the limit, will not be allowed to buy coupon for cash.

#### **Article 40**

In the case of a member who has left India the time limit for payments of bills will be extended by 30 days, the registered letter being addressed to the last known address of the members and the day of the dispatch being considered as the date from which each period commences.

#### **Article 41**

It is incumbent on Members leaving Dehra Dun with their bills in arrears to keep the Secretary informed of their addresses and the fact of the dispatch of all registered letters to the last known address shall be deemed as the giving of the various warnings to the Member in arrears of defaulting.

### **SECTION V** **Management of Club Affairs**

#### **Article 42**

The period of continuous membership of Managing Committee shall be limited to 2 terms at a time. In other words, person who has served for 2 continuous terms on the Managing Committee as member shall wait for 2 terms before seeking re-election of the committee either as a member or as President.

### Article 43

1. At each Annual General Meeting of the Club, the election of the managing committee occurs to appoint six Committee members and one President, collectively forming the Managing Committee. The term of service for the elected Managing Committee members begins from the date of their appointment at the AGM and extends until the next Annual General Meeting. Members of the Managing Committee are elected through a combined process involving traditional ballot paper voting and e-voting at the Club's Annual General Meeting.
2. To fill the vacant position the Managing Committee will appoint one qualifying permanent member as a Nominated Committee Member for the year 2024-25. Subsequently, from 2025-2026 all Committee members, including the President, will be elected members of the Managing Committee of the company.
3. Voting through electronic means / physical voting:
  - (i) Club shall provide to its members the facility to exercise their right to vote at general meetings by electronic means/Physical Voting as applicable.
  - (ii) A member may exercise his right to vote at any general meeting by electronic means / physical voting in the Club. The members may pass any resolution in accordance with the provisions of this Article.
  - (iii) The process of Voting at any AGM or EOGM should be as per Section 108 of Companies Act 2013 and the Rules made there under, as per Companies Management & Administration Rules 2014 as amended from time to time.
  - (iv) A member will cast only one vote for President and only six votes for Managing Committee (not less/ more than these numbers) or vacant positions. No dissent option will be in election process.
4. The Managing Committee shall appoint a General meeting coordinator cum Chief Election/Polling officer for all Annual and Extraordinary General Meetings. It shall be the duty of such Officer to check and verify the eligibility of all the candidates who have filed their nominations and also to oversee the complete process of holding of AGM / EOGM and voting thereat. His duties and powers shall be separate from that of the Scrutinizer to be appointed by the Managing Committee as per the provisions contained under section 108 of the Companies Act, 2013, and Rules thereof as per Companies Management and Administration Rules 2014 (as amended).
5. Starting from the date of the EOGM 31.08.2024, three Mess Members will be considered as Special Invitees.
6. The term Nominated Mess Members throughout in the existing Articles of Association of the Company is hereby from the date of the EOGM 31.08.2024 will be considered as Special Invitees.

7. A candidate for the Presidentship who fails to be elected as President shall not qualify to be a member of the Managing Committee. Upon election, the President shall automatically become a member of the Managing Committee. Candidates filing nominations for the election shall specify whether their candidature is for President or Committee Member. The nomination form must be proposed by one and seconded by another Permanent Member of the Club.

#### **Article 44**

A permanent committee composed of seven members, all of whom will hold permanent membership of the Dehra Dun Club, will be established to supervise diverse facets of the Dehra Dun Club affairs, including financial management and other relevant matters. This committee will comprise the President along with six other Committee members. The selection of Managing Committee members will take place through both ballot paper voting and e-voting procedures during the Club's Annual General Meeting.

#### **Article 45**

For contesting for Membership of the Committee a permanent member should have a minimum of 10 (ten) years standing in the club as a member at the close of the Calendar year from the date of selection, for example a Member being selected on 1st September 2013 shall be eligible for contesting on 1st September 2023. He should not have been a defaulter/suspended at any time during the last five years. For contesting the election of the President, a member should also have been a member of the Managing Committee for at least two complete terms.

#### **Article 46**

Members elected at the Annual General Meeting will choose one of their own member to serve as Vice-President for the upcoming year. This selection must achieve by a 2/3 majority within one week of the AGM. The Vice-President assumes the duties of President in the written absence of the President. If the President passes away, resigns, or becomes physically unable to fulfill their duties, the Vice-President acts as interim President until a new President is elected by the General House, ideally within two months.

If a member of the Managing Committee decides to contest the election for the post of President, they must resign from the Committee and seek re-election as President. Any resulting vacancy in the Committee will be filled by co-opting new member(s) as outlined in Article 48. Additionally, any member elected as President may serve a maximum of two terms in that role throughout their lifetime.

#### **Article 47**

If a member of the Managing Committee abstains himself from three consecutive meetings of the committee without application for leave of absence from the Committee in writing he shall cease to be a Member of the Managing Committee and another person may be appointed in his place in accordance with Article 48.

**Article 48**

Vacancies occurring in the Committee during the year shall be filled up by the rest of the committee who may appoint any permanent member of the Club willing to serve. Members so appointed by the committee shall hold office only up to which the committee member in whose place he is appointed would have held office, if it had not been vacated.

**Article 49**

The Committee shall appoint such sub-committee as they may consider necessary for the proper management of the Club. Sub-Committees so appointed shall only suggest changes, the final decision for implementing the suggestion shall rest with the Managing Committee.

**Article 50**

Managing Committee shall have power, from time to time to make such regulations (not being inconsistent with these articles) on the internal management of the Club as they shall think proper.

**Article 51**

The committee shall meet at such times and place as they think proper, and at all meetings (5) shall form quorum.

**Article 52**

All regulations made by the committee shall be entered in the Minutes of their Proceedings, and written or printed copies thereof shall be exhibited on the Notice Board.

**Article 53**

A) The Managing Committee shall convene the Annual General Meeting of the Club on or before 30th June every year. The business to be transacted at the Annual General Meeting shall include:

- i) The consideration of the accounts, balance sheet and the reports of the Managing Committee and auditors.
- ii) The appointment of, and the fixing of the remuneration of, the auditors; and
- iii) The election of the President and the Managing Committee members in the place of those completing their term or waiting to get elected.

B) In case the incumbent President and Managing Committee members fails to hold the Annual General Meeting on or before the date prescribed under Article 41 (A) (for reason other than Force Majeure) the elected President and Managing Committee members shall be debarred for life to contest election for the President/Managing Committee of the Club. Also, they shall not be appointed on any sub-committee or post of Management of the Club. These penalties are exclusive of the penalties (pecuniary/non-pecuniary) leviable on the directors (in this case the Managing

Committee members) as prescribed under the Companies Act, 1956 for not holding the Annual General Meeting as mandatory by the Articles of Association of the Company.

- C) The Managing Committee shall act only as a caretaker immediately after fixing the date for Annual General Meeting. They shall neither take any new member nor make any policy decision, during the period of fixing the Annual General Meeting except incurring expenditure as per approved budget.

#### **Article 54**

The Annual Accounts to be laid before the General House are:

1. Balance Sheet
2. Income and Expenditure Account
3. Report of the outgoing Management Committee on the working of the Club during the year and the suggestions, if any, effecting improvements in the ensuing year.

#### **Article 55**

The audited Balance Sheet and Income & Expenditure Account shall be got printed and printed copies shall be exhibited on the Notice Board at least 21 days previous to the day fixed for the Annual General Meeting and be sent to each member resident in India.

#### **Article 56**

The Managing Committee shall prepare a separate statement of comparison of income and expenditure (revenue and capital) between the approved budget and the actual income and expenditure for the period 1st April to 31st May each year and circulate for the consideration of the Members 10 days before the Annual General Meeting.

#### **Article 57**

A firm of Chartered Accountants, not being a member of the Managing Committee of the Club, shall be appointed by the General House in its Annual Meeting as provided under the Companies Act, to audit the accounts of the year. The tenure of the firm so appointed shall be up to a maximum of 5 years and its re-appointment shall be considered after a gap of 5 years.

#### **Article 58**

The auditors shall note all errors or irregularities discovered and see that the necessary corrections are made. They shall countersign and certify to the correctness of the accounts.

#### **Article 59**

If required by the Committee of management to do so, the auditors shall examine and give advice regarding the accounts of the club.

#### **Article 60**

Should a permanent member wish to take exception on the statement of accounts to be submitted at the Annual General Meeting, he must give not less than five days' notice in

writing to the Secretary of his intention to do so clearly explaining the nature of his objections.

#### **Article 61**

- 1) The Managing Committee on taking charge shall prepare a budget which shall be for the period commencing on 1st of July and end on 30th of June next year. This period will be known as the Budget Period. The Budget should be prepared after taking a realistic view of the income of the Club during the ensuing year and the expenditure to be met there from. The Budget should also lay down the priorities to be observed for replacement and repairs, in particular, and the Capital Expenditure of the Club during the coming year.
- 2) The Budget prepared as per Article 61 (1) shall have to be approved by the General House in a duly convened Extra Ordinary General Meeting not to be held not later than 31st of August each year. The Budget so approved with/without modification shall be known as the Approved Budget.
- 3) During the year in case the Managing Committee is of the opinion that the approved budget requires any upward revision, the same shall have to be approved by the General House in a duly convened Extra Ordinary General Meeting called for the said purpose. The Budget so approved shall be deemed to be the approved budget for that budget period. Failure to comply with the above shall attract provisions of Clause 61 (6).
- 4) If the proposed budget is not approved by the General House, in that case the budget of the previous year with an increment of 10% on revenue expenditure shall be deemed to have been approved (reason to be recorded in the Managing Committee meeting). No capital expenditures shall be deemed to be approved.
- 5) The financial statement on the budget shall be prepared by the Managing Committee and the same shall be audited by the Statutory Auditor of the Club. The comparison of income and expenditure (revenue and capital) between the approved budget and the actual income and expenditure (revenue and capital) for the period 1st July to 31st March shall be presented to the General House, at the Annual General Meeting along with the Balance Sheet after recording full reasons in support of major deviations if any.
- 6) After considering the increase in actual income under the related head over the budgeted figures, in case of variance of more than 10% between the budgeted expenditure (Revenue, Capital) and the actual expenditure (Revenue, Capital) as reported in the financial statement prepared under Article 47 A (5), such net variance (expenses less income) of expenditure found on the higher side under main groups, of revenue or capital expenditure, shall if the General House so decides, specific amounts may be debited, to the account of the elected Managing Committee members and the President of the Club which presided over the budget period to which the variance pertains if it is proved to have been done with mala fide intentions. However, this clause shall not be applicable for expenditure related to Statutory Liabilities, Fees and Licenses and mandatory Club expenses. Further any additional funds generated

during the Budget period may be utilized by the Managing Committee as per their discretion in addition to the approved budget.

**Article 62**

At the General Meeting convened for the election of the Management Committee of the Dehra Dun Club, Permanent Members have the right to vote using both physical and electronic ballot systems. However, Permanent Members may only exercise their voting rights to elect seven Permanent Members, including the President, to serve on the Management Committee, who are not associated with Military Messes.

**Article 63**

No member shall be entitled to be elected to the Managing Committee nor entitled to propose or second a candidate for permanent membership or as his/her nominee for election to the Managing Committee nor entitled to vote at any Annual General Meeting or any Extra Ordinary General Meeting if any Club bill is due from him/her for over 15 days from the date of posting by the Club.

**SECTION VII**

**Alteration of the Club Rules**

**Article 64**

An Extra Ordinary General Meeting at any time be convened at the direction of the Committee of Management or on the written requisition of not less than one tenth of the total voting power of all permanent members. At least 21 days' notice of such meeting shall be posted on the Notice Board and forwarded to every local member with full details of the matter to be brought forward. No resolution passed at such Extra Ordinary General Meeting shall be operative unless at least nine members are present and no alteration of Club Rules shall be made without compliance with the procedure laid down in Article 65 and 65 of this Article of Association.

**Article 65**

Any proposal to alter or add to the rules contained in the Article of Association may be brought before an Extra Ordinary General Meeting convened for the purpose. A notice shall be posted on the club Notice Board, at least 21 days prior to the Meeting, which shall set forth the existing rule with the proposed amended rule or in the case of an additional rule the text of the rule. Copies of this notice shall be posted 21 days prior to the meeting to the last known address of each member of the Club in India.

**Article 66**

The resolution for the adoption or rejection of the proposed amendment shall be passed by a three fourth majority at the Extra Ordinary General Meeting provided that at least twelve Members vote.

## SECTION VIII General Rules

### **Article 67**

Temporary Members shall be subject to all the Rules of the Club, and they shall be entitled to the full use of the Club and property.

### **Article 68**

No Temporary Member or Lady Subscriber shall have a voice in the management of the Club, or the right to vote in any ballot or to attend any meeting.

### **Article 69**

Members shall use Prepaid Debit Cards for all services used in the Club or may sign vouchers.

### **Article 70**

Should the Secretary be informed by the Club servants that any such voucher is incomplete, or that a voucher has not been duly given by a member he shall at once call upon the member to whose bill it relates to give or complete the voucher.

### **Article 71**

Provisions, wines, liquors or other article shall not be sent beyond the club premises except upon a written requisition signed by a Member, the Committee may, at any time, refuse to comply with such requisition in whole or in part.

### **Article 72**

Person residing in Dehra Dun, who is eligible, be introduced as a visitor (Local Guests) not more than twice in a month, by one or more members respectively and his name must be entered by the introducing member in the guest register. It will be the responsibility of the member bringing guest to the Club to ensure that the particular local guest has not visited the Club more than twice in the month. The guest fee will be Rs. 25/- for each visit. In addition to the fees prescribed by the committee for various facilities. For third visit infringement fee for Rs. 150/- will be charged from the members. For the fourth visit the local guest will be debarred from using Club as a guest or as a visitor. If the infringement is repeated in subsequent months then he is debarred from becoming a permanent member of the Club.

### **Article 73**

With the same restrictions, members and Lady Subscribers may invite Lady Guest to use the Club on such terms as the Committee may think fit to allow.

**Article 74**

Every Member or Lady Subscriber introducing strangers shall be responsible for their compliance with the Rules and Regulations of the Club.

**Article 75**

The public rooms of the Club shall not be used for dances or other entertainments unless with the sanction of the Committee who shall frame rules to regulate the holding of such entertainments consulting the wishes of the Members and the interest of the Club therein before according to withholding such sanction. A charge shall be made at the discretion of the Club for such entertainment.

**Article 76**

Billiards, Cards and Chess shall be allowed in the Club subject to such Regulations as may be framed by the Committee.

**Article 77**

No game of hazard on any account, be played in the club house. Any infraction of the Rule shall be attended with immediate expulsion of the member by the Committee.

**Article 78**

No member, his guest or dependant shall be allowed to bring fire arms or any such articles, which can be used as a lethal weapon, to the Club. Any infraction of the Rule shall be attended with serious action by the Committee.

**Article 79**

Every Member and Lady Subscriber and every future Member shall be bound to conform to the Rules and Regulation of the Club.

**Article 80**

Any infraction of Articles or Regulations of the Club or misconduct on the part of members whether Permanent, Corporate, Nominated, Life or temporary which in the opinion of the Committee they consider to be of serious nature, should be taken notice immediately by the Committee, who may either deal with the matter themselves or if considered expedient may call an Extra Ordinary General Meeting to deal with the matter.

**Article 81**

If any member or his/her guest misbehaves or his/her conduct is unbecoming that of a member or he/she acts in manner not consistent with the dignity of the Club, or if his/her act is against the interest of the Club or its Members in general, he/she may be suspended from the membership of the Club for a maximum period of 60 days or till the completion of enquiry whichever is earlier or any other action, including termination if the Managing Committee may deem fit.

**Article 82**

In any case in which a member is liable to expulsion for a breach of Rules, the Committee upon a sufficient apology being made, may instead of proceeding to his expulsion, accept such apology, if in the opinion of at least two-thirds of the Members present at a Meeting of the Committee discussing the question, this course will be sufficient to meet the circumstances of the case.

**Article 83**

If any Member shall be expelled or removed from the Club under any of the Articles, he shall, on forfeiture of his other privilege, cease to have an interest in the property of the Club.

**Article 84**

The Committee of Management of the Library shall be regulated by the committee.

**Article 85**

In default of payment of such fines as the committee may deem fit to impose upon a Member under Regulations framed by them for breakages, damage, or for any infringement of Regulations, the member shall be subject to similar consequences as attached to non-payment of Club bills.

**Article 86**

These Articles of Association shall be printed and a copy of them delivered to each Member of the Club.

**Article 87**

In future a permanent member will only be given Membership Card for introduction to affiliated Clubs provided no accounts are outstanding against him in this Club according to the rules of the Club.

**Article 88**

The Managing Committee will have the authority to accept affiliation or offer affiliation to other clubs, or withdraw from the same and on such terms and conditions on a reciprocal basis as the Committee may approve from time to time.

This means the use of the affiliated Clubs by any Member except temporary members, lady members and nominated Mess members of the Dehra Dun Club for a limited period as may be laid down by the Club concerned without subscription.

Any visiting Members of the affiliated clubs, not resident in Dehra Dun may use this club for such period and on such condition as may be laid down by this Club and the reciprocating Clubs, may make use of this Club for a period of 10 days in a month to a maximum of 30 days in year without subscription.

**Article 89**

In the above-mentioned Rules, the Word "MEMBERS" shall include Temporary, Permanent, Corporate, Life and Nominated Mess Members.

**Article 90**

Any unforeseen Capital Expenditures (under different heads) subject to maximum of Rs. 10,00,000.00, which is not approved in the budget, can be undertaken without the prior approval of the House.

**Article 91**

Club services like Bar, Swimming Pool, Residential Rooms etc., except Club Kitchen shall not be given on lease or contract to any agency or person, but shall be run by the Club.

**SECTION IX**  
**Arbitration Clause**

**Article 92**

Settlement of dispute by Arbitration

All questions and disputes arising between the members or members and the Managing Committee or the Managing Committee members and the Club or any other dispute relating to the meaning, claim, right, order, instruction whatsoever relating to or arising out between the members, the Club or the Managing Committee, will be decided through Arbitration and the same will be referred to the sole Arbitration of the President of the Managing Committee of Dehra Dun Club Ltd. or any other person appointed by him. It will be no objection that the person so appointed is a member, officer of the Club or the President or being the President will not arbitrate. In case of any vacation of the office by the person to whom the matter is referred, the same will be tried and decided by another person so appointed or occupying the place or office in his place.