



THE COMPANIES ACT, 1956

LIMITED COMPANY

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

(As amended in the Extra-Ordinary General Meeting held on July 24, 2012)

OF

HOTEL & RESTAURANT ASSOCIATION OF EASTERN INDIA

18A/1, Everest House, 18th Floor, 46C, Chowringhee Road
Kolkata-700071

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सत्यमेव जयते

From I.R.

CERTIFICATE OF INCORPORATION

No. 25187 OF 1961

I hereby certify that The Hotel & Restaurant Association of Calcutta Region is this day incorporated under the Companies Act, 1959 (No.1 of 1956) and that the Company is Limited.

Given under my hand at Calcutta this Eighteenth Day of July, One Thousand Nine Hundred and Sixty-One.

Sd/- P.B. Menon

**Registrar of Companies,
West Bengal**





सत्यमेव जयते

From No 25187

Fresh Certificate of Incorporation Consequent on Change of Name

**In the office of the Registrar of Companies West Bengal. (Under the Companies Act. 1956
(1 of 1956))**

In the matter of Hotel & Restaurant Association of Calcutta Region, Hotel Rutt-Deen, 21-B, Loudon Street, Calcutta-700016.

I hereby certify that Hotel & Restaurant Association of Calcutta Region, which was originally incorporated on 18th day of July 1961 under the companies Act, 1956 and under the name Hotel & Restaurant Association of Calcutta Region, having duly passed the necessary resolution 3-10-83 in terms of section 21 of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs.

Regional Director Eastern Region letter No. RD/T/7429 dated 26-12-1983 the name of the said company is this day changed to HOTEL & RESTAURANT ASSOCIATION OF EASTERN INDIA and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at Calcutta this day of 6-1-1984 (One Thousand Nine Hundred Eighty Four)



REGISTRAR OF
COMPANIES
WEST BENGAL

Sd/-

**Assist. Registrar of Companies,
West Bengal**

THE COMPANIES ACT, 1956
COMPANY LIMITED BY GUARANTEE
AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
HOTEL & RESTAURANT
ASSOCIATION OF EASTERN INDIA

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1. The name of the Company (hereinafter called 'Association') is the Hotel & Restaurant Association of Eastern India.
2. By Eastern India it is meant:- West Bengal, Assam, Orissa, Bihar, Jharkhand, The Andaman's and Nicobar Islands, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Mizoram, Tripura and Sikkim, The Registered office of the ASSOCIATION will be situated in the state of West Bengal.
3. The objects for which the Association is established are:
 - (a) To encourage, promote and protect the growth of commerce, Trade and business by encouraging all persons interested of concerned or to be interested or to be concerned in such commerce, Trade and Business in all its branches and in particular in the matter of Hotels, Restaurants, Boarding House and all allied trades and to take such steps as may be considered expedient for that purpose, including, the provision of legal and other professional advice and assistance.
 - (b) To collect and disseminate statistical and other information relating to hotel and kindred interests and to diffuse among its members information on all matters affecting hotels, restaurants, boarding houses and all allied trades and to print, publish, issue and circulate such papers, periodicals, books, circulars, pamphlets and other literature as may seem conducive to any of these objects or circulated to advance those interests.

- (c) To consider all questions affecting the interests of the hotels and restaurants and any legislation, bye-laws or regulations affecting the same, and to initiate, support or oppose such legislation or regulation either by petition, public meeting or otherwise.
- (d) To establish, subsidies, promote, co-operate or amalgamate with, affiliate with or become affiliated to, to federate or join a federation of any similar associations with objects altogether or in part similar to those of the Association, act as trustees or agents for, or manage, control, superintend, incorporated or not incorporated with objects altogether or in part similar to those of the Association and which may prohibit the payment of any divided or such profits to its members as would be contrary to the intention of section 25 of the Indian Companies Act, 1913 and not being a trade union.
- (e) To acquire and take over and apply for the purpose and objects of the Association, all or any of the assets and liabilities of any association or corporation having objects similar to this Association.
- (f) To apply for and obtain any rights, concerns and privileges from, and enter into any arrangements that may seem directly or indirectly conducive to the objects of this Association with any authorities, supreme, local or otherwise.
- (g) To invest the moneys of the Association not immediately required for the purpose of the Association upon such securities or otherwise in such manner as may from time to time be determined as laid down in trust Act, 20
- (h) To encourage the discovery of and investigate and make known the nature and merits of investigation, which may seem capable of being used by persons engaged in hotels, restaurants, boarding houses and all allied trades and to acquire any patents or licenses relating to any such investigations with a view to the use there of by the members of the Association, either gratuitously or upon such terms as may seem as may seem expedient.
- (i) To purchase, take on lease or exchange, hire or otherwise acquire, any property (movable or immovable) and any rights or privileges which the Association may think necessary or convenient for the purpose of its business.
- (j) To construct, maintain, enlarge, alter, pull down and remove any buildings or works necessary or convenient for the purpose of the Association.

- (k) To sell, improve, manage, develop, exchange, lease, mortgage, and dispose of turn to account or otherwise deal with, all or any part of the property and rights of the Association.
- (l) To establish, undertake, superintend, administer and contribute to any charitable or benevolent fund from which may be made donation or advances to deserving persons who may be or have been engaged in hotels, restaurants, boarding houses and all allied traders or connected with any person engaged therein and to contribute to or otherwise assist any charitable or benevolent institutions or undertakings.
- (m) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Association or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object.
- (n) To dedicate, present or otherwise dispose of either voluntarily or for value any property of the Association deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
- (o) To raise or borrow money and secure the repayment thereof on such terms as may seem expedient.
- (p) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instrument or securities.
- (q) To do all such lawful things as may be deemed by the Association to be incidental or conducive to the attainment of the objects of the Association shall not support with funds or Endeavour to impose on or procure to be observed by its members or others any regulation or restriction which, if an object of the Association, would make it a trade union.
- (r) To unite with the Hotel & Restaurant Regional Associations of Western India, Southern & Northern India and such other Hotel and Restaurant Associations in the country for similar objects of encouraging, promoting and protecting by lawful means the interests of the hotel and restaurant industry and to be federated with Hotel & Restaurant Associations of India as an organization Member thereof.

4. The objects of the Association shall extend to the State of West Bengal, Assam, Orissa, Bihar, Jharkhand, The Andaman's and Nicobar Islands, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Mizoram, Tripura and Sikkim and to no other place.
5. The Income and property of the Association / Chamber etc. whensoever's derived, shall be applied solely for the promotion of the objects of the Association and no portion there of shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise by way of profit to persons who at any time, are or have been members of the Association or to any one of them or to any person claiming through all or any one of them; provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any of its officers or servants or any other person in return for services actually rendered to the Association; provided further that no member shall be appointed to any salaried office of the Association paid by fees and that no remuneration or other benefit in money or in money's worth shall be given by the Association to any of its Members except repayment out- pocket expenses, interest on money lent, or reasonable and proper rent for premises demised or let to the Association.
6. No addition or amendment shall be made to this Memorandum of Association or in the regulations entered in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by appropriate authority as prescribed by the Companies Act, 1956.
7. The liability of the Members is limited.
8. Every Member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while he is a Member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to a member, and the costs, charges and expenses of winding up the Association, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding Rupees One Hundred Only.
9. True account shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, shall be open to the inspection of the Members, Once at least in every year the accounts of the Association shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

10. If upon the winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Member of the Association, but shall be given or transferred to some other institute or institutions having objects similar to the objects of the Association, to be determined by the Members of the Association at or before the time of dissolution, or in default there of by the high court of judicature that has or may acquire jurisdiction in the matter.

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

SL.NO.	NAME OF SUBSCRIBERS	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	WITNESS TO THE SIGNATURE
1.	C Green	Resident Director, Great Eastern Hotel Ltd., Calcutta	J S Jebb 48H, Park Street Calcutta-700016
2.	B K Roy	Director, Great Eastern Hotel Ltd., Calcutta	
3.	S N Singh	Managing Director, Spences Hotel Ltd., Calcutta	
4.	L P Gupta	Proprietor, Clark's Hotel, Calcutta	
5.	K A G Arratoon	Partner, Russell Hotel, Calcutta	
6.	R Quiroz	General Manager, Grand Hotel, Calcutta	
7.	G Resinelli	Director, A Firpo Ltd., Restaurant Calcutta	

Dated, the thirteenth day of July, 1961

THE COMPANIES ACT, 1956
LIMITED BY GUARANTEE
AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

HOTEL & RESTAURANT

ASSOCIATION OF EASTERN INDIA

=====

PRELIMINARY

Definition

1. "By Eastern India" it is meant:- West Bengal, Assam, Orissa, Bihar, The Andaman's and Nicobar Islands, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Mizoram, Tripura, Sikkim, and Jharkhand.

"Act" Means the Companies Act, 1956 (1 of 1956)

'The Association' Means the Hotel & Restaurant Association of Eastern India.

"Board of Director" means the "Managing Committee" of the Association.

"Establishment" means any establishment carrying on the business of a bonafide Hotel, Restaurant, or group of Railway Restaurant, Restaurant Cars, passenger ships, or Passenger Aircraft, which in the opinion of the Managing Committee is correctly described as such respectively. For the purpose of these presents "A Hotel" means an establishment carrying on the business of a Residential Hotel.

"Member" means the Proprietor or Joint Proprietors of any establishment admitted to the membership of the Association in terms of these Articles.

"Federation" means the Federation of Hotel & Restaurant Associations of India.

"Proprietor means the Sole Proprietor; Joint Proprietors, a Registered Firm, or a Joint Stock Company or other Corporate Body owing an establishment or group of establishments.

"Organisation Member" means Hotel & Restaurant Association of Eastern India.

President of Honour: The Managing Committee may at a meeting of the Managing Committee nominate a Past President of the Association who has rendered outstanding services to the Association and the industry as the "President of Honour" will retire after three (3) years but will be eligible to be re-nominated. At the vacancy caused by the retirement of the retiring "President of Honour" The Managing Committee may re-nominate him or any other past President whom they consider fit and proper as the "President of Honour" for a period of three years.

Members of Honour: The Managing Committee may at a meeting of the Managing Committee nominate one or more members not exceeding three (3) at a time, who have rendered outstanding and valuable services to the Association and the industry as the "Members of Honour". Such "Members of Honour" will retire after two years' but will be eligible to be re-nominated. At the vacancy caused by a retiring of Honour". The Managing Committee may re-nominate such "Member of Honour" or nominate any other member whom they consider fit and proper as a "Member of Honour" for a period of the (2) years.

"Section" means a section of the Companies Act, 1956

"Seal" means the Common Seal of the Association.

"Managing Committee" means the Managing Committee for the time being of the Association duly constituted under these presents.

"In writing" and "written" include printing, lithography, typewriting and any other modes of representing or reproducing words in a visible form.

"Director" means and includes a member of the Managing Committee, and for the Association's or Organisation Member's nominated representative on the Federation Executive.

"Eastern India" it is meant- West Bengal, Assam, Orissa, Bihar, The Andaman's and Nicobar Islands, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Mizoram, Tripura and Sikkim.

Words importing the singular number include the plural and vice versa.

Vice Versa

Words importing persons include corporate bodies and partnership.

Words importing males include females.

Construction with Companies Act.

2. These Articles shall be constructed with reference to the Companies Act, 1956 and the terms used in these Articles shall, except where otherwise provided in these Articles, be taken as having the same respective meanings as they have when used in the said Act.

And Amending Acts.

3. Reference to any Section or provision of the Companies Act, 1956 shall if not inconsistent with the subject or context, include also any corresponding or substituted sections or provision of any statute amending, consolidating or replacing the said Act.

Associations Purposes

4. The Association is established for the purpose expressed in its Memorandum of Association.

MEMBERSHIP

Members

5. Any eligible person, firm, Company and/or Association shall be admitted to membership in accordance with these Articles irrespective of such person or body being member of any local or State Associations or not.

6. Until otherwise determined by the Association there shall be seven classes of Members, namely:

Classes of Members

- | | |
|----------------------|--------------------------|
| 1. Hotel Member | 2. Restaurant Member |
| 3. Honorary Member | 4. Honorary Life Member |
| 5. Foreign Member | 6. Transport Member: and |
| 7. Affiliated Member | |

The Association may from time to time increase or decrease the said various classes of members. Any member carrying on different classes of business entitling him to membership of the Association, shall, at a written request by the said member, be registered as a member under each of the respective classes of membership.

Hotel Member

(a) Hotel Member shall cover the establishment of such Hotels or any other establishment providing accommodation, boarding or lodging only if the same is run independently. Irrespective of whether the establishment has a commercial kitchen and restaurant within the premises or not, but follows the guidelines of the Ministry of Tourism, Government of India as far as possible and as may be approved by the Managing Committee and admitted to the membership of the Association and that such members shall have one vote, as in the case for all other members.

Restaurant Members

(b) Restaurant members shall be the Restaurant establishment only if the same is run independently and having 40 seats or more as may be approved by the Managing Committee and admitted to the membership of the Association and registered as such in the Register of the Association. However even if the criteria for number of seats is not fulfilled by an establishment, the Managing Committee shall be the sole judge whether an establishment may be admitted as a member under the Restaurant category or not depending upon the facilities provided in the establishment.

(c) Honorary Members shall be only such individuals who have been concerned with but are no longer concerned with establishments represented in the membership of the Association, as may be elected or invited by the Managing Committee to the membership of the Association. In the event of any Honorary Member becoming engaged in an administrative capacity in an establishment his honorary membership shall at once cease.

Honorary Members

(d) Honorary life Members shall be only such individuals whom the Association desires to honour as may be elected by the Managing Committee.

Honorary Life

(e) Foreign Members shall be only the establishment outside the Indian Republic including groups of railway restaurant cars, passenger ships, or passenger aircraft, as may be approved by the Managing Committee and admitted to the membership of the Association.

Foreign Member

7. Transport Members shall be only the establishment of such groups of Railways, ships or aircraft, or any other transport companies, as may be approved by the Managing Committee and admitted to the membership of the Association.

Transport Member

8. Affiliated members shall be establishment concerns as The Managing Committee considers desirable to invite and admit to the membership of the Association, such as wine merchants, provision merchants, travel agents, etc.etc.

Affiliated Member

9. Every Member shall nominate in writing to the Managing Committee one person in respect of the establishment owned by it to act on its behalf and exercise the rights of membership of the Association including representation on the Managing Committee. Such person must be Proprietor for Sole Proprietorship concern, Partner for Partnership concern, Director for a Company registered under the Companies Act, 1956 or a person holding the rank of a General Manager of above for a chain Hotel/Restaurant is having turnover of Rs.15 Crores or above p.a., he is responsible for control and supervision of the member establishment. Such nominated person must hold the office of profit within this region and such nomination shall stand automatically cancelled once the nominated person is transferred out of the region. Any member can likewise cancel or vary from time to time such nomination by notice in writing to the Managing Committee.

**Representatives of
Member**

(10) For the purpose of registration, the number of members of the Association is to be taken as one hundred.

**Number for
Registration**

**Approval and
Classification by
Managing
committee**

(11) No person shall be admitted a member of the Association in any class unless he is first approved by the Managing Committee and the Managing Committee shall have full discretion as to the admission of any person to Membership and to the classification.

Duties of Members

(12) Every member shall be bound to further to the best of his ability the objects. Interests and influence of the Association and shall abide by these Articles and observe all bye-laws and regulations for the time being in force.

**Applications
Membership**

(13) Every candidate for Membership shall sign and deliver to the Association of application for membership in such form as shall from time to time be agreed upon by the Managing Committee, and such application form shall in every case include an undertaking by the candidate that he will if elected abide by the Articles and any bye-laws or regulations for the time being in force.

**Cessation of
membership**

(14) The rights and privileges of a member shall not be transferable and shall cease:

(a) On the death of sole proprietor of an establishment or concern, which is a member of in the case of joint proprietors on the death of the last survivor of the joint proprietors or in the case of a corporate body on such corporate body ceasing to legal existence;

(b) On such members ceasing to possess the qualification required by Articles 6(a), 6(b), 6(d), 6(e), 7 and 8 here to as the case may be;

(c) On such members giving notice in writing to the Association, resigning his membership of the Association;

(d) On the expiry of one month after notice in writing requiring such member to withdraw from the Association shall have been given by the Managing Committee pursuant to a resolution passed by two-thirds majority of the members present at a meeting of the Managing Committee specially convened for the purpose of considering the question of his retirement at which such member shall have been given a proper opportunity of attending and being heard;

(e) if his subscription shall be in arrear and not paid for six month after the same shall have become due and payable whether demanded or not;

(f) if the member becomes insane, or is declared an insolvent or, convicted of criminal offence involving moral turpitude.

(g) if he is found unworthy of the membership by the Managing Committee by a majority vote of two-thirds of those present at a meeting regularly convened for that purpose.

(h) if it is detected any member has given in-correct declaration about the ownership of establishment at the time of applying for membership of its previous or present establishment or at any other time.

(i) Any authorized person of member organization detected to have given incorrect declaration regarding ownership and the body in which he happens to be holding any position shall cease to be a member from the very inception.

Any member whose rights as a member shall at any time cease under the provisions of this or any other Article shall ipso facto and immediately cease to be a member of the Association and shall not be entitled to claim a return of money paid by him to the Association by way of subscription fee or donation, but his ceasing to be a member shall not relieve him of any liability under clause 8 of the Memorandum of Association.

(14A) Any member or establishment having difficulty and/or dispute in respect of renewal of his licence by Government, quasi Government, statutory bodies like fire department, Municipal authorities, licensing department, Excise departments, FSSAI and similar such bodies shall not cause termination of its membership on this ground only. On the contrary, the Association shall extend all necessary help to the concerned organization for addressing the difficulties and/or disputes regarding such licenses.

(14B) any member whose establishment remains closed due to expansion, repairs, renovation, labour strikes, lock outs or problems due to licenses as mentioned in 14A shall not have his membership terminated on this ground only.

(15) Every Hotel member and Foreign Member shall at the date of his application for membership and as and when required, advise the Managing Committee of the Association in writing as to the number of rooms or Net Ratable value of his establishment and give to the Managing Committee such other information as may be required by it, for the purpose of assessing his subscription and every other member, not being an Honorary Member shall likewise furnish to the Managing Committee such information as it may require for fixing the subscription of such member.

**Details of
Establishment**

AFFILIATED ASSOCIATIONS

(16) The Managing Committee at its discretion shall have power at any time to admit for the purpose of affiliation any other Association and shall also have power at the like discretion to require an affiliated Association to withdraw from its affiliation with the Association at any time by resolution carried by a majority of two-thirds of those present at a meeting of the Managing Committee specially convened for the purpose of considering the question of its retirement at which a representative of such affiliated Association shall have been given a proper opportunity of attending and being heard.

**Power to Admit or
cancel Affiliation**

(17) Each Affiliated Association shall nominate one of its members to be its accredited representative for the purpose of the Association and shall furnish the Association with an address to which notices may be sent to him. If no such address is furnished, notice may be given to the affiliated Association in such manner as the Managing Committee shall deem fit.

THE YEAR OF THE ASSOCIATION

Year of the Association

(18) The year of the Association shall begin on the 1st April of each calendar year and end with the 31st March of the next calendar year. All reference in these Articles to year shall be deemed to refer to the year of the Association.

Subscription

(19) Every member shall pay to the Association such Annual Subscription as may be fixed by the Managing Committee from time to time. The Managing Committee in addition to the aforesaid Subscription rates may levy for such classes of members such additional contributions and/or surcharge for any specified period and such entrance fees and such contribution and/or surcharge or fees shall be deemed to be subscription payable by a Member. The payment of subscription shall fall due on 1st day of the accounting year of the Association and any arrear of subscription beyond a period of six months from the date it has fallen due may constitute a default on the part of the Member and such default shall be construed as a disqualification for the membership of the Association. No member shall have a right to exercise any privilege of membership including the right to vote if he is in arrears in payment of subscription.

Payment of Subscription

(20) A Members' first subscription shall become due on election and Subsequent Subscriptions shall become due on the first day of July in every calendar year and all such subscriptions shall be paid to the Association forthwith on their becoming due. A member elected after 31st January in any year shall only be required to pay minimum six month subscription for the year in which he is admitted to the Association.

Privileges Conditional on Payment

(21) A member shall not be entitled to exercise any of the privileges of a member unless and until he shall have paid to the Association every subscription which shall have become due and payable by him in respect of his membership.

(22) All classes of new members under different categories shall pay an admission fee as may be fixed by the Managing Committee from time to time.

MANAGING COMMITTEE

The Board of Directors means the Managing Committee of the Association.

23. Subject to the provisions of the Act The Managing Committee of the Association shall be entitled to exercise all such powers and to do all such acts and things as the Association is authorized to exercise and to do.

23(i) The Managing Committee shall advise the hotel and restaurant members of the names of persons retiring by rotation at the Annual General Meeting of the year, not later than 45 days prior to the date of Annual General Meeting and invite interested members to file their nominations along with resume/bio data in prescribed format with one passport size photo.

23(ii) Upon expiry of the date of receipt of nomination forms, which is on or before 30 days of AGM, ballot papers containing the names of all the nominees shall be dispatched under certificate of posting or by registered post or by courier service to the Hotel and Restaurant members eligible to vote, together with resume of persons who have filed their nominations.

23(iii) The ballot papers shall contain specific instructions regarding placing of a cross mark against such number of candidates as given in the accompanying Election intimation/instruction issued for the purpose) in case of election to the Managing Committee.

23(iv) The prescribed ballot papers in sealed envelopes should be duly signed by the authorized representatives with company seal of the member establishment and sent to the Association either by registered post or by courier in such fashion that these ballot papers are positively received at the Association's registered office at least 48 hours before the day of the Annual General Meeting.

23(v) The committee shall appoint two Managing Committee members as election officers, who shall be responsible for the conduct of the Election process in a fair and equitable manner.

23(vi) The box containing Ballot papers shall be opened in the presence of the Chairman at the AGM.

23(vii) The counting of the ballot paper will be done by three scrutinizers appointed by the Managing Committee, one of whom will be the auditor to the Association. The decision of the scrutinizers as to the number of votes polled by each nominee shall be announced at the Annual General Meeting by the Chairman of the meeting and accordingly the persons securing maximum votes for the vacancy involved shall stand elected.

23(viii) The Managing Committee shall have all the powers to make such rules and regulations as may be required to carry out the election process in an orderly manner and its decision shall be final and binding.

23(ix) it shall be mandatory for a Hotel or Restaurant member, as the case may be, to cast all his votes in terms of the Election intimation/instruction issued.

23(x) any member who has lost the Election shall not be appointed as a co-opted member or a Sepcial Invite of the Managing Committee for the year immediately succeeding the Election.

23A(i) The Members of the Association shall elect a Managing Committee consisting of 27 (Twenty Seven) members amongst themselves, provided however that $\frac{2}{3}^{\text{rd}}$ of the number of members of the committee shall be elected from Hotel members and the remaining $\frac{1}{3}^{\text{rd}}$ of the number of members of the Committee shall be elected from Restaurant members. However, in case of any vacancy caused due to any reason, including retirement, resignation, demise etc. of any of the existing members of the Managing Committee, the Managing Committee shall appoint and/or nominate any member from amongst themselves to fill such vacancy, who will hold office till the conclusion of the next Annual General Meeting. The Managing Committee will have the power to alter the aforesaid ratio of Committee Members of Hotel & Restaurant categories, as the case may be, arising from the aforesaid circumstances.

**Size of
Managing
Committee**

23A(ii) The Managing Committee shall have 6 (Six) seats reserved only for Hotel members representing the States and Union Territories of Eastern India with one representative each from the states of Orissa, Assam, Jharkhand, Bihar and Sikkim while one for remaining North-Eastern States and the Andaman and Nicobar Islands put together. All the six members shall retire every year at Annual General Meeting and shall be eligible for re-election.

23A(iii) Out of the balance 21 (Twenty One) members (12 will be Hotel members and 9 Restaurant members), 7 (Seven) members will retire by rotation (4 from Hotel and 3 from Restaurant members) every year but shall be eligible for re-election.

23A(iv) The Managing Committee shall further nominate/co-opt not more than 5(Five) persons to the Managing Committee out of which 2 (Two) Hotel members shall be from the non-classified, classified, 1 Star, Two Star, Three Star, and/or 4 (Four) Star Category, 2 (Two) Hotel member from the 5 Star and/or 5 (Five) Star Deluxe category and 1 (One) shall be Restaurant member. However, such nominated co-opted members shall not have any voting rights and shall retire every year and shall be eligible for re-nomination/co-option by the Managing Committee.

23A(v) Any member who has served the Association in the capacity as President of the Association for the full term of one year can be taken as Honorary Member of the Managing Committee for his lifetime with his consent, and he shall have voting rights. However, such member may opt to contest for election in the normal course and in the event of being thus elected to the Managing Committee, the standard process of retirement as per clause 23A (iii) shall apply to him.

23C. At the date of incorporation of the Association the following persons shall be members of the Managing Committee:

1. C. Green, Esq., President
2. B.K. Roy, Esq. Honorary Secretary & Treasurer
3. S.N. Singh, Esq, Managing Director, Spences Hotel
4. L.P. Gupta, Esq., Co-signatory of Honorary Secretary & Treasurer
5. K.A.G. Arratoon, Esq., Partner, Russell Hotel
6. P.R.S. Oberoi, Esq., Director, Grand Hotel
7. G.N. Khaitan, Esq., Director, Ferrazzini's (Pvt) Ltd.,
8. E.W. Roper Esq., Manager, Everett Travel Service

24. At the first Annual General Meeting all the members of the Managing Committee shall retire from office. At every subsequent Annual General Meeting one-third of the members for the time being retire from office.

24A. The office of the Member of the Managing Committee shall be vacant if any of the disqualifications described under section 283 of the Act relevant to the Association occurs, viz (a) he is found to be of unsound mind by a Court of Competent Jurisdiction; (b) he applies to be adjudicated an insolvent; (c) he is adjudged as an insolvent; (d) he is convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment of not less than six months; (e) he absents himself from three consecutive Meetings of the Managing Committee or from all Meetings of the committee for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Committee; (f) he (whether by himself or by any person for his benefit and on his own account) or any firm in which he is Partner or any private company of which he is a Director accepts a loan, or any Guarantee or Security for a loan, from the Association in contravention of section 295; (g) he acts in contravention of Section 299 of the Act; (h) he becomes disqualified by an order of the Court under section 203 of the Act;

**Disqualification
of Member
of the
Managing
Committee**

- Chairman and Vice-Chairman** (i). He is removed in pursuance of Section 284 of the Act; (j) he becomes physically unfit to attend any meeting
25. The Managing Committee shall elect from amongst its members a Chairman, two Vice-Chairman (One of whom will be designated Sr. Vice-Chairman) who shall be person actively engaged in hotel and restaurant business, provided that they are not holding the office of Chairman or Honorary Secretary in any other Regional Association of FHRAI for that year.
26. The Chairman of the Managing Committee shall be designated as the President and the two Vice Chairman as the Vice Presidents of the Association
- Notice for Managing Committee Meeting** 27 & 28. The President and in his absence the Senior Vice-President, and in absence of the The Vice President shall be entitled to call meetings of the committee, whenever required on three days' notice.
- Honorary Secretary & Treasurer** 29. The Managing Committee shall elect from amongst them one Honorary Secretary, one Honorary Joint Secretary, one Honorary Treasurer and one Honorary Joint Treasurer to manage the day to day working of the Association who shall exercise all such powers as may be delegated to them by the Managing Committee from time to time.
- Meeting of the Committee** 29A. The Co mmittee shall meet at least once in every three calendar months at such time and at such place as it may deem advisable and make such regulations as it thinks proper as to the summoning and holding of Meeting of the Committee and for the transaction of business at such meetings.
- Votes at Managing committee Meetings** 30. Questions arising at any meeting of the Managing Committee shall be decided by a majority of votes. each member of the committee having one vote. In the case of an equality of votes at any Meeting the Chairman of the meeting shall have a second or casting vote.
- Quorum** 31. The quorum for the Meeting of a Managing Committee shall be one-third of its total strength subject to the provisions contained in Section 287 of the Act.
- Minutes** 32. The Managing Committee shall cause Minutes to be duly entered in books provided for the purpose:
- (a) Of all appointments of Officers and Committees.
 - (b) Of the names of the Members of the Managing Committee or other persons present at each Meeting of the Managing Committee or any Committee appointed by the Managing Committee.
 - (c) Of all orders made by the Managing Committee or any such Committee as aforesaid.
 - (d) Of all Resolutions and proceedings of General Meeting of the Association, Managing Committee and such other Committee as aforesaid.

Signature of Minutes

(33) Any such minutes of any such Meeting as aforesaid if purporting to be signed by the Chairman or by the Chairman of the next succeeding Meeting shall be receivable as prima facie evidence of the matters stated in such Minutes.

Binding Effect of Resolutions etc.

34. All resolutions passed or recommendations made or course of action proposed by any of the Committees shall be subject to the approval of the Managing Committee and unless varied or disapproved by the Managing Committee such resolutions passed, recommendations made or course of action proposed by any of the Committee shall be binding on the Association and shall be acted on.

Staff

35. The Managing Committee shall have power to appoint such staff as it may deem necessary for carrying on the work of the Association on such terms and conditions as it may deem fit and remove or re-appoint such staff.

36. The Managing Committee shall have power to consider and decide all matters not provided for by these Articles including any question of doubt or in inter petition of these Articles transaction of the affairs of the Association in general.

Nominee to the Federation

36A. The Managing Committee shall elect six persons amongst the Managing Committee Members to the FHRAI Executive Committee to exercise the rights of membership of the Federation.

Association's Representative on the Federation

36B. The Managing Committee may appoint an alternate Director to act as Association's representative on the Federation Executive during the original Director's/Representative's absence from India for a period of not less than three months such be subject to Section to 313 of the Companies Act, 1956.

GENERAL MEETING

When General Meeting to be held

37. A General Meeting of the Association, which shall be styled its Annual General, shall be held by the Association within eighteen months from its incorporation and thereafter within six month after the expiry of the financial year in which the first Annual General Meeting was held and thereafter an Annual General Meeting shall be held by the Association within six months after the expiry of each financial year and not more that 15 months shall elapse between the date of one Annual General Meeting and that of the next Annual General Meeting, provided that there shall be one Annual General Meeting in every calendar year.

Calling of General Meeting

38. Every Annual General Meeting shall be called at a time during business hours, on a day that is not a public holiday, and shall be held either at the Registered office of the Association or at some other place within the city of Calcutta as may be determined by the Committee and the notices calling the meeting shall Specify it as the Annual General Meeting.

39. The General Meeting referred to in the last preceding Article shall be called an Annual General Meeting; all other meetings of the company shall be called Extra-Ordinary General Meeting.

**Distinction
between
ordinary and
Extra-Ordinary
Meeting**

40. The business of the General Meeting shall be to receive the report of the proceedings of the Association, to receive and consider the yearly accounts and to elect officers for the ensuing year and to consider any other matters which it may be competent for the Meeting to discuss. All other business transacted at an Annual General Meeting and all business transacted at an Extra-Ordinary General Meeting shall be deemed to be of a special nature.

41. Not less than 21 days notice shall be given to the members of the Association specifying the place, date and hour of the General Meeting and in the case of general business, the nature of such business shall be contained in the notice.

42. The Managing Committee shall whenever occasion arises or upon requisition in writing of such members as are mentioned in Section 169 (4) (h) of the Act convene an Extra-Ordinary General Meeting.

43. Any requisition made by the Members shall state the objects of the Extra-Ordinary General Meeting proposed to be called and shall be signed by them.

44. Upon receipt of such requisition, The Chairman shall direct the Honorary Secretary to issue the notice convening the Extra-Ordinary General Meeting and such notice shall state the time, hour and place as the Chairman may consider convenient and the nature of the business to be discussed: such meeting shall be called within 45 days from the date of receipt of such requisition and not less than 21 days' notice shall be given convening such meeting.

45. At Extra-Ordinary General Meetings only business of which notice has been given or such questions as shall thereon shall be determined.

46. A Notice may be given by the Association to any member personally, through any Electronic means or E-mail or by sending it by post to him at his registered address, or if he has no registered address, in India to the address, if any within India, supplied by him to the Association for the giving of notice to him.

(a). The non-receipt of a notice convening any General Extra-Ordinary or special meeting by any member shall not invalidate the proceedings of any such meeting.

(b). Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, the service shall be deemed to have been affected, at a time at which the letter would be delivered in the ordinary course of post.

- Quorum** 47. One–Third of the total membership or alternatively ten members, whichever is less, present personally shall be a quorum for a General Meeting.
- Absence of Quorum** 48. If within 15 minutes from the time appointed for holding of a General Meeting a Quorum is not present the Meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the 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 a quorum and may transact the business for which the meeting was called.
- Voting** 49. Every question submitted to a General Meeting of the Association shall be decided by a show of hands. Every Hotel or Restaurant member present in person shall have one vote. In the case of any equality of votes, The Chairman of the meeting shall have a casting vote in addition to the vote or votes to which he is entitled as a member. Provided, however, that all matters related to election to the Managing Committee will be decided by postal ballot.
- Poll how Taken** 50. If a poll is demanded in the manner by the Act 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 of adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the Association in General Meeting at the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
- Adjustment** 51. The Chairman of a Meeting may, with the consent of the Meeting, adjourn the same from time to time and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from the adjournment took place. It shall not be necessary to give notice of an adjustment or of the business to be transacted at an adjourned meeting.
- Poll and other Business** 52. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- THE SEAL**
- Use of Seal** 53. The Managing Committee shall provide a common seal for the purposes of the Association and shall have power from time to time to destroy the same and substitute a new seal in lieu there of and the Managing Committee shall provide for the safe custody of the seal, which shall never, save as otherwise determined by the Managing Committee be used except by the authority of the Managing Committee.
- Signature** 54. Every instrument to which the Seal is affixed shall be signed by Two Members of the Managing Committee or some other person or persons appointed for the purpose by the Managing Committee.

55. Managing Committee shall (in accordance with the provisions of the Memorandum of Association and of Section 209 of the Accounts Companies Act. 1956) cause to be kept in appropriate books proper and sufficient accounts of the assets and liabilities, receipts and expenditure and sales and purchases of goods by the Association and the matters in which such receipts and expenditure take place.

**Book of
Accounts**

56. The books of Account shall be kept at the registered office of the Association.

Book at Office

57. The year of the Association shall begin on April 1st each Calendar year and end with March 31st of the next calendar year and income and expenditure account for such financial year, together with a balance sheet containing a summary of the property and the liabilities of the Association made up to a date not earlier than the date of the Meeting by more than 6 months, shall be laid before the Association at each Annual General Meeting, of the Association, Every such balance sheet be accompanied by the report of the Auditors and a report of the Managing Committee as to the state and condition of the Association and the Managing Committee shall in all respects comply with the provisions of Section 210 of the Companies Act. 1956.

**Balance sheet,
etc, to be
Presented**

58. The Register of Members of the Association and other Statutory Books shall be open to the Inspection of the Members at all times during the usual business hours. Subject nevertheless of such reasonable Restrictions as to the times and manner of inspecting the same as may be imposed by the Managing Committee of the Association.

**Inspection of
Books**

59. A copy of every balance sheet, including every document required by law to be annexed or attached thereto, which is to be laid before any Meeting of the Association, together with a copy of the Auditor's report shall, notes that 21 days before the date of the General Meetings, be sent to all persons entitled to receive notice of General Meetings of the Association and to all holders of debentures or other securities of the Association.

Balance Sheet

AUDIT

60. Once at least in every year the accounts of the Association shall be examined and the correctness of the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

Annual Audit

61. The appointment and duties of such Auditors or Auditors shall be in accordance with the provisions of the Companies Act. 1956, which shall apply to and be observed by the Association, the members of the Managing Committee being treated as the Directors mentioned in those sections.

**Duties of
Auditors**

62. Every account of the Managing Committee when audited and approved by a meeting of the Association shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error shall be discovered within that period the accounts shall forthwith be corrected and thenceforth be conclusive.

**Accounts
Conclusive**

LEGAL PROCEEDINGS

Legal Proceedings

63. The Association shall not undertake or assist proceedings in any court of law without the approval of the Managing Committee.

Indemnity to Managing committee of officers

64. Subject to the provisions of Section 201 of the Companies Act, 1956 every member of the Managing Committee, The Chief Executive Officer, or Secretary, as the case may be, and other officer or servant of the Association, shall be indemnified by the Association against, and it shall be the duty of the Managing Committee out of the funds of the Association to pay all costs, all losses and expenses which any Member of the Managing Committee, officer or servant may be authorized to incur or become liable to by reason of any contract entered into or act or thing done by him such Member of the Managing Committee, officer or servant as aforesaid or in any way in the discharge of his duties, including all necessary and reasonable travelling expenses.

Responsibility For Loss

65. Subject to the provisions of Section 201 of the Companies Act, 1956 no member of the Managing Committee or other officer or servant of the Association shall be liable for the acts, receipts, neglects, or defaults of any other member of the Managing Committee, Chief Executive Officer or Secretary, or other officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the Managing Committee for or on behalf of the Association for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested or for any loss or damage arising from the bankruptcy, insolvency or any tortious act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgment or for other loss, damage or misfortune which shall happen in the execution of or in relation to his duties (without prejudice to the generality of the foregoing article) the Association may indemnify any such member of the Managing Committee, Chief Executive Officer or Secretary or Officer of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in connection with any application under the Companies Act 1956 in which relief is granted to him by the Court.

WINDING UP

66. The provision of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of these Articles of Association.

SL.NO.	NAME OF SUBSCRIBERS	ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	WITNESS TO THE SIGNATURE
1.	C Green	Resident Director, Great Eastern Hotel Ltd., Calcutta	J S Jebb 48H, Park Street Calcutta-700016
2.	B K Roy	Director, Great Eastern Hotel Ltd., Calcutta	
3.	S N Singh	Managing Director, Spences Hotel Ltd., Calcutta	
4.	L P Gupta	Proprietor, Clark's Hotel, Calcutta	
5.	K A G Arratoon	Partner, Russell Hotel, Calcutta	
6.	R Quiroz	General Manager, Grand Hotel, Calcutta	
7.	G Resinelli	Director, A Firpo Ltd., Restaurant Calcutta	

Dated, the thirteenth day of July, 1961

