

# INDIA PEPPER AND SPICE TRADE ASSOCIATION

## MEMORANDUM AND ARTICLES OF ASSOCIATION

### MEMORANDUM OF ASSOCIATION OF

### INDIA PEPPER AND SPICE TRADE ASSOCIATION

- I. The name of the Company(hereafter referred to as “ Association”) is INDIA PEPPER AND SPICE TRADE ASSOCIATION.
- II. The Registered office of the Association shall be situated in the state of Kerala.
- III. The objects for which the Association is established are :-
  - (1) To take over the assets and liabilities and engagements of any other association on such terms and conditions as may be agreed upon by the general body.
  - (2) To promote and protect the home and foreign trade in pepper and other commodities.
  - (3) To collect and circulate statistics regarding production, marketing and consumption of, and also other information relating to pepper and other commodities.
  - (4) To establish uniformity in rules,regulations and usages of the trade in pepper and other commodities, through the other formulation of home and shipping standards, quality certificates, standard contract forms,certificates of analysis etc.and to take steps to enforce adherence to the same.
  - (5)To apply for and obtain from the Central Government recognition of the Association for the purpose of regulating and controlling forward and other contracts in pepper and other commodities under any law in force regarding the same.
  - (6)To control and regulate and to make rules and bye-laws for the control and regulation of ready,forward and other contracts in pepper and other commodities and to make alter,amend rules,regulations and bye-laws which the Association is required or authorized to do by any law in force regarding recognition,as aforesaid,of the Association as a recognized Association which may be necessary ,usual or a condition for such recognition and without prejudice to the generality of the foregoing in particular for the regulation of the making ,performance and settlement of contracts including contracts between members and members and non-members ,to provide for the consequences

of a defaulting buyer, or seller or intermediary ,for the consequences of a breach or omission by a seller or buyer for the responsibilities of broker ,for opening and closing of markets ,for regulating and maintaining a clearing house for fixing and declaring market rates and settlement rates ,for fixing brokerage ,for the periodical settlement of contracts and differences ,for the passing on of delivery orders for classification ,control ,regulation and admission of members, ,for declaring members and non-members as defaulters for non-payment of dues as between members and non-members ,for the exclusion,suspension,expulsion and re-admission of members ,for providing the terms and conditions and incidence of contracts ,for prohibiting specified classes of dealings ,for the arbitration and settlement of all disputes or otherwise in connection with the trade in pepper and other commodities ,for appeals against award for holding of surveys of goods for the levy and recovery of subscriptions ,admission fees ,contributions ,donations ,fines and penalties ,for the certificates of members and for the suspension ,cancellation and restoration of their certificates and disposal of their deposits and in particular to make disciplinary bye-laws ,Rules and Regulations and to appoint committees permanent or otherwise for the furtherance of any of the objects and powers ,express or implied of the Association including without prejudice to this generality ,Appeal committee ,Arbitration Committee ,Defaulter Committee ,Daily Quotation Committee ,Trade Supervision Committee ,Clearing House Committee ,Ring Committee or any other committee and to determine their powers and duties and conditions under which they are to hold office.

(a) To work jointly with,to regulate,to maintain and to invest in any Clearing House or Clearing Houses so as to provide(i)for the consequences of a breach or omission by a seller or buyer,(ii)for the registration and clearing of forward and other contracts and the periodical settlement of differences thereof, (iii) for declaring members and non-members of the Association as defaulters for the non-payment of dues as between members and non-members and as between a member of the Association and member of the Designated Clearing House and (iv) For the exclusion,suspension,expulsion and re-admission of members.

(b)To utilize and/or to avail the servives of a Designated Clearing House that is recognized by the Forward Markets Commission and/or the Central Government without prejudice to the objects in III(6) And iii(6)(a) for the margining, Clearing,registration,day-to-day adjustments of the financial position and settlement of forward and other contracts in pepper and other commodities.

(7) To obtain sanction of the Central Government or the Forward Markets Commission for enabling the Association to carry on all or any of its objects into effect or for marking, altering and amending the laws, rules and bye-laws of the Association affecting any person dealing in pepper and /or other commodities.

(8)To promote or oppose by lawful means legislative measures affecting the interest of members.

(9)To establish liaison with Government on all matters of interest to the trade in pepper and other commodities and also with Associations with similar aims wherever situated.

(10)To establish and or sponsor spot and forward markets ;to establish and/or to sponsor exchanges whether called futures exchanges or not for the making ,performance and settlement of contracts ;to organise the making, performance and settlement of contracts for the home and foreign trade in divisions whether known as divisions or not; to merge one division with any other division when expedient so to do; to establish rules,regulations and usages of the same for one or more of the divisions when expedient so to do; and to establish and or to invest in clearing houses and Trading Rings.

(11)To participate in fairs and exhibitions with a view to give publicity to Indian pepper and other spices and to publish bulletins or periodicals in the interests of the trade in pepper and other commodities.

(12)To institute ,setup and promote with and without help or assistance from the Indian and foreign Governments, State governments or any other authority, supreme, municipal, local or otherwise the following:

- (a) Facilities for research on growing and production methods of pepper and other commodities and their improvements and also methods for increasing production and the quality of such commodities;
- (b) Facilities for handling,storing,transporting and marketing of pepper and other commodities;
- (c) Prevention and destruction at all stages by fumigation with appropriate fumigants or otherwise of insect infestation; and
- (d) Facilities including any independent test house,for testing and certifying pepper and other commodities.

(13)To acquire by purchase,lease or otherwise lands and buildings and all other property,moveable and immoveable,which the Association for the purposes thereof may from time to time think proper to acquire.

(14)To sell,improve,manage,develop,exchange,lease or let under lease ,sublet,mortgage,dispose of,turn to account or otherwise deal with all or any part of the property of the Association.

(15)To invest and deal with the moneys of the Association not immediately required,in such manner as may from time to time be determined.

(16) To borrow or raise any moneys required for the purposes of the Association upon such terms as may be deemed expedient.

(17) To make contributions to other bodies protecting the interests of the trade in pepper and other commodities and to receive donations.

(18) To guarantee the performance of the transactions in forward contracts in pepper and all the commodities, instruments and such other items as may be permitted by the Government of India from time to time in the Domestic Division of the Association through a Trust Fund created for the above specific purpose to call to be administered by a separate trust or otherwise for facilitating the financial, physical or such other performance as may be required under the contracts for transactions entered into by the members on their behalf and/or on behalf of registered non-members in the forward contracts in pepper and all other commodities in the Domestic Division of the Association ; to invest in, establish, regulate and maintain Trading Rings and Clearing Houses for the purpose of dealing with the transactions in forward and other contracts in pepper and all other commodities ; and to regulate and control and admission to the Trading Rings and the clearing Houses and to prohibit the users thereof and to determine the nature and time of such users whether for the general body or for particular classes or any individual or firm of company using the clearing Houses and /or the Trading Rings.

(19) To fix times and periods during which business may or may not be proceeded with and to fix dates for holidays either partial or whole on which business shall be closed.

(20) To subscribe, become a member of, and co-operate with any other Association whether incorporated or not whose objects are wholly or in part, the relief or poor and needy persons.

(21) To establish and support or aid in the establishment and support of Association, Institution Funds, Trusts and concerns calculated to benefit servants or ex-servants or employees of the Association or the dependants of such persons and /or grant, pensions and gratuities, bonuses and allowances to the employees of the Association in Recognition of their services and to make payment towards their insurances and/or any other annuity.

(22) To subscribe to or otherwise aid any benevolent, religious, scientific, national or other institutions or objects and to make payments for any charitable or useful purposes.

(23) To pay costs, charges and expenses, preliminary and incidental to the promotion, formation and establishment of the Association.

(a) The holding of auctions in respect of trade in pepper and other commodities under sanction of the Association.

- (b) The regulation, purchases and sale, both spot and forward as well as dealing in futures as between members of the Association inter se and as between them and non-members.
- (c) The appointment, licensing and regulating of brokers and their movements and conduct.
- (d) Laying down the terms and conditions, relating to the employment, renewal of licence and remuneration of brokers and defining their duties, rights and obligations and to maintain strict discipline in their dealings.
- (e) Any or all other purposes relating to the objects set forth in the Memorandum and in the realising of such objects as are and seem necessary and expedient to the Association for the promotion and protection of the trade in pepper and other commodities in general.
- (f)

Provide that the Company shall not support with "its" 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 company, would make it a Trade Union.

(24) To provide, maintain and regulate facilities for conducting the business of commodity exchanges in India.

(25) To promote and establish facilities for conducting business in forward and other contracts in commodities whose performance is guaranteed by Clearing House(s)

(26) To provide, regulate and maintain suitable premises and /or telecommunications and/or computer networks for trading contracts in pepper and other commodities in commodity exchanges.

(27) To establish, regulate and maintain trading facilities in any part of the world; to communicate and to co-operate with other commodity exchanges and/or the Association.

(28) To work in close co-operation with the other authorities and agencies whether within or outside India and to enter into arrangements with the Indian and foreign Governments, state governments or any other authority, supreme, municipal, local or otherwise and to obtain from any Government or authority, any rights, concessions, and privileges that may seem conducive to the objects of the commodity exchange and /or the Association.

(29) To acquire information either directly or indirectly from members or other persons and whether periodical or other returns in writing or by holding enquiries either public or private or otherwise and in such former forms as the

Association and or the commodity exchanges from time to time require for the purposes of its and/or their business.

IV. The objects of the Company extend to the whole of India.

V.(1) The income and property of the Company whensoever derived, shall be applied solely for the promotion of its objects as set forth in the Memorandum.

(2) No portion of the income or property aforesaid shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, by way of profit to persons who at any time are or have been members of the company or to any one or more of them or to any persons claiming through any one or more of them: provided that

(a) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether Officers or servants of the company or not, except payments of out-of-pocket expenses, reasonable and proper rent on premises lent to the Company:

(b) No member shall be appointed to any office under the Company which is remunerated by salary fees or in any other manner not excepted by clause (a)

(c) Nothing in this clause shall prevent the payment by the company in good faith of reasonable remuneration to any of its officers or Servant (not being members) or to any other person (not being a member) in return for any services

actually rendered to the Company.

VI. No alteration shall be made to this memorandum of Association or to the Articles of Association which are for the time being in force, unless the alteration has been previously submitted to and approved by the Central Government.

VII. The liability of the members is limited.

VIII. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up during the time that he is a member, or within one year afterwards, for the payment of debts and liabilities of the Association contracted before the date on which he ceases to be a member and of the costs, charges and expenses of winding up the same and for the adjustment of rights of the contributories amongst themselves, such amount as may be required not exceeding Rs.50.

IX. If upon a 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 or distributed among the members of the Association, but shall as far as possible be given to or transferred to some other Association of

Institution 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 thereof by the High Court of Judicature that has or may acquire jurisdiction in the matter.

X .Deleted

NAME	ADDRESS & DESCRIPTION	WITNESS TO THE SIGNATURE OF SUBSCRIBERS
1.SHRI VALLABHDAS VASANJI MARIWALA	Partner,Messrs Kanji Moorarji Bombay-9	SHRI D.N.Shah,Secretary,Pepper & Ginger Merchants Association ltd,385-87,Narsi Natha Street,Bombay-8          D.A.Kamath,Advocate,"SESHA GIRI NIVAS",New Road,Cochin-2
2.Shri V.M.PATEL	Partner,Messrs Gujrat Travancore Agency,4/22,Bazar Road,Cochin-2	
3.Shri SHAMJI NARSHI	Partner,Spices Trading Depot,IV/166 Jew Town,Cochin-2	
4 Shri RAMJI CHAMPSHI	Partner,Messrs Nenshi Devshi Kathawala P Ltd,XIV/67,Jew Town Cochin-2	
5 Shri K U SCARIA	Partner,The Kottayam Trades, XIV/67,Jew Town,Cochin-2	
6 Shri C.D.SEBASTIAN	Partner,Messrs M O Devassia & co 4/37,Bazar Road,Cochin-2	
7 Shri V.A.JOSEPH	Partner,Messrs Pothen Joseph & Sons,2/139,Mattancherry,Cochin-2	
8 Shri JAYANTHIBHAI.B.PATEL	Partner,Messrs J.H.Patel & CO, Kottukulam Road,Cochin-2	
9 Shri C KHANDELWAL	Partner,Messrs Jagdish Prasad Pannalal & Co.,Commercial canal North,Alleppey.	
10.Shri M.K.CHACKO	Partner,Messrs Malyil Ouseph Kora & Sons,Alleppey.	

