

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**PAKISTAN VANASPATI MANUFACTURERS
ASSOCIATION**

AS AMENDED UP TO JUNE 2007

MEMORANDUM OF ASSOCIATION

OF

PAKISTAN VANASPATI MANUFACTURERS' ASSOCIATION

WHEREAS an Association has been formed in Pakistan of the vanaspati Manufacturers known as PAKISTAN VANASPATI MANUFACTURERS' ASSOCIATION, for the purpose of protecting and promoting the trade and commerce of vanaspati manufactured in Pakistan and for other purposes expressly mentioned hereinafter, it is desired that the Memorandum of Association should be as follows:

1. Name:

The name of the Association is "PAKISTAN VANASPATI MANUFACTURERS' ASSOCIATION" (hereinafter called "The Association".)

2. Office:

The registered office of the Association will be situated in the Federal Capital at Islamabad. Beside the registered office, the Association may also have zonal and / or branch office(s) at such place or places in Pakistan as maybe considered necessary from time to time.

3. Aims and Objects:

- (a) To promote and protect the trade, commerce, manufacturer and sale of vanaspati manufactured in Pakistan.
- (b) To promote and organize scientific research calculated to advance the trade, commerce and manufacture of vanaspati and allied products.
- (c) To encourage and secure friendly feeling and unanimity amongst the manufacturers of Vanaspati in Pakistan on all subjects connected with their common good.
- (d) To secure good relationship between the members of the Association.
- (e) To initiate and promote with the public authorities the passage of Laws, decrees of administrative regulations calculated to promote and protect the trade, commerce, manufacture and sale of vanaspati and to favour, by whatever means, the legitimate interest of such trade, commerce, manufacture and sale by opposing or proposing pertinent modifications in existing or projected laws, decrees and administrative regulation and for, the purpose, to conduct correspondence and negotiations and to

make representations and to take such proceedings, legal or otherwise, as may be necessary or expedient.

- (f) To collect, classify and circulate among the members statistical and other information and to undertake special inquiries wherever necessary on all matters relating to the trade, commerce, manufacture and sale of vanaspati.
- (g) To survey all matters, in any way, affecting the trade, commerce, manufacture and sale of vanaspati and of all developments thereof and to decide upon, initiate and support proper methods to deal with any contingency affecting the said trade, commerce, manufacture and sale of the members of the Association that may arise.
- (h) To subscribe to, to become a member of the Federation of Pakistan Chamber of Commerce and Industry and procure from and communicate with incorporated organization of trade, commerce and industry such information as may be likely to further the objects of the Association.
- (i) To enlighten the public on all matters relating to the trade, commerce, manufacture and sale of vanaspati and for that purpose disseminate information through all available media.
- (j) To collect subscription and other payments from members and to borrow or raise any money required for the purposes of the Association upon such securities as may be determined and generally to obtained money for the objects of the Association in any lawful manner and to invest, apply or deal with the same in such manner as may be considered the most desirable for giving effect to such objects.
- (k) To accept any bequest, devise, gift or donation whatsoever (whether of money or property of any description) and to apply the same or proceeds of sale or realization thereof for the purposes of the Association or to invest the same or such proceeds and apply the income arising there from for any of the purposes of the Association.
- (l) To acquire by gift, donation, purchase, take on lease or otherwise, lands and all other property, moveable and immovable, which the Association for the purposes thereof may from time to time think proper to acquire.
- (m) To sell, prove, 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.

- (n) To construct upon premises acquired for the purposes of the Association any building or buildings for the purposes of the Association and to alter, add to or remove any building upon such premises.
 - (o) To do all such and other things as are incidental or conducive to the attainment of the above objects.
 - (p) To arbitrate in the settlement of disputes arising out of transactions relating to vanaspati products between parties willing or agreeing to submit to arbitration in accordance with the arbitration rules of the Association.
 - (q) To take effective steps for the eradication of unethical business practices from the field of trade, commerce and industry.
 - (r) To co-operate with other organizations of trade and industry in Pakistan in forming a National arbitration association of Pakistan and seek liaison with similar other bodies abroad or seek affiliation with them with the prior approval of the Government.
4. The income and profits of the Association, whensoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in his Memorandum of Association and no portion there of shall be paid or transferred, directly or indirectly, by way of dividend, bonus or other wise howsoever by way of profit to the members of the Association provided that nothing here-in shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association in return for any services actually rendered to the Association, nor prevent the payment of all legitimate expenses incurred by the Association, nor prevent the payment of interest on sums borrowed by the Association from any member or other person.
5. The liability of the members is limited.
6. Every member undertakes to contribute to the assets of the Association in the event of the same being wound up during the time he is a member or with in one year afterward after payment of the debts and liabilities of the Association contracted before the time he ceases to be a member and the costs, charges and expenses of winding up the same and for the adjustment of the right of the contributories amongst themselves, such amounts as may be required not exceeding one hundred rupees.
7. If upon winding up or dissolution of the Association, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the Association but shall be given or transferred to some charitable institution or

institutions having objects similar to the Association at or before the time of dissolution or winding up.

8. Provisions of para 4 of this Memorandum of Association are conditions on which license is granted by Corporate Law Authority to the Association in pursuance of section 42 of the Companies Ordinance, 1984 as applicable to Pakistan.
9. Amendment to this Memorandum of Association shall be subject to prior approval of the Government and shall also be made when required by the Government in public interest.

We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into an Association in pursuance of this Memorandum of Association, and have hereby set our respective signatures.

Sr. No	Name of the Subscriber	Description and Address	Signature	Name, Description and address of witness
1.	M/S Lever Brothers Pakistan Ltd.	Manufacturer, Rahim Yar Khan		
2.	M/S Punjab Vegetable Ghee and General Mills Ltd.	Manufacturers, 23, The Mall Lahore		
3.	M/S Hasni Vanaspati Manufacturing Co. Ltd.	Manufacturers, 79, Khatun Hunj, Chittagong.		
4.	M/S Wazir Ali Industries Ltd.	Manufacturers, 1, West Wharf Road, Kharachi.		
5.	M/S Maqbool Company Ltd.	Manufacturers, D-5, S.I.T.E., Manghopir Road, Kharachi		
6.	M/S Burma Oil Mills Ltd.	Manufacturers, 20, West Wharf Road Karachi		
7.	M/S E.M. Mills and Industries	Oil Manufacturers, 33, Lakshmi Building, Bunker Road, Karachi		

Dated, Karachi, This 10th. Day of January 1961.