



POWERING PROGRESS THROUGH PLASTICS

MEMORANDUM

AND

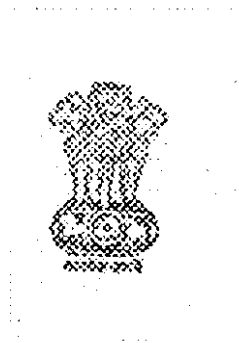
ARTICLES OF ASSOCIATION

OF

THE ALL INDIA PLASTICS
MANUFACTURERS' ASSOCIATION

**PLOT NO.A-52, STREET NO.1,
M.I.D.C., ANDHERI (EAST),
MUMBAI – 400 093.**

(AS AMENDED ON 15TH SEPTEMBER, 2015)



Form I.R.

CERTIFICATE OF INCORPORATION

No.5734 of 1947-48

I hereby certify that **THE ALL INDIA PLASTICS MANUFACTURERS' ASSOCIATION**, is this day incorporated under the Indian Companies' Act, VII of 1913, and that the Company is Limited.

Given under my hand at BOMBAY this TWENTYNINTH day of APRIL One Thousand Nine Hundred and FORTY-SEVEN.

The Seal of the
Registrar of Companies
Bombay

Sd/-
(BEHRAMJI M. MODY)
Registrar of Companies
Bombay.

LICENCE

LICENCE UNDER SECTION 26 OF THE INDIAN COMPANIES ACT, 1913

WHEREAS it has been proved to the Government of Bombay that "The All India Plastics Manufacturers' Association" which is about to be registered under the Indian Companies Act, 1913, as amended from time to time, has been formed for the following, among other purposes, viz. to promote co-operation among persons, companies, factories, firms and manufacturers connected with the Plastic trade and industry in India with a view to adopting a common policy and collectively taking such steps as may be deemed necessary or expedient to further and safeguard the interests of the trade and industry; and that it is the intention of The All India Plastics' Manufacturers' Association that the income and property of the Association whensoever derived shall be applied solely towards the promotion of the objects of the Association as set-forth in its Memorandum of the Association and that no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus, or otherwise howsoever by way of profit to the members of the Association.

NOW THEREFORE the Government of Bombay by this licence is pleased to direct under the provision of section 26 of the Indian Companies Act, 1913, as amended from time to time that "The All India Plastics Manufacturers' Association" be registered as a company with limited liability without the addition of the word "Limited" to its name.

This licence is granted subject to the conditions and regulations which are contained in the Memorandum of the said Association as subscribed by the members thereof a copy of which is herewith annexed.

Given under the hand of D. VENKATAPPIAH, ESQUIRE, I.C.S. Secretary to the Government of Bombay, Finance Department, this 12th day of February 1947.

Sd/-
Secretary to the Government of Bombay,
Finance Department.

MEMORANDUM OF ASSOCIATION
OF
THE ALL INDIA PLASTICS MANUFACTURERS' ASSOCIATION
(As amended on 15th September, 2015)

Sl. No.

- 1 The Name of the Company (hereinafter called The Association / "AIPMA") is "THE ALL INDIA PLASTICS MANUFACTURERS' ASSOCIATION".
- 2 The Registered Office of the AIPMA will be situated in the State of Maharashtra.
- 3 The objects for which AIPMA is established are:
 - 3(a) To promote co-operation, among persons, companies, manufacturing units, associations and Federations connected with plastic trade and industry in India with a view to adopt a common policy and collectively taking such steps as may be necessary or expedient to further and safeguard the interests of the trade and industries.
 - 3(b) To strive for rendering best standard, highest quality and ethical business values to the satisfaction of trade and industry.
 - 3(c) To promote and safeguard the interests of Indian plastics trade and industry in all its segments and by all possible means and in particular by (1) providing a meeting place with facilities for the exchange of views of members and others interested in the trade and industry, (2) providing facilities for communication, co-ordination of interests or co-operation with similar or allied associations or societies in India and other countries, (3) arranging and providing facilities for conferences, exhibitions, demonstrations, lectures, delegations and other functions relating to the plastic and allied trades and industries, (4) establishing, equipping and maintaining a suitable laboratory and library for the benefit of the members and general public, (5) collecting, analysing and circulating information and statistics relating to the trade and industry, (6) educating and creating awareness amongst the general public by all suitable means for the benefits and utility of plastics from the industries and consumers point of view.
 - 3(d) To promote and to protect the interests of the plastics trade and industry in every segments.
 - 3(e) To enter into any arrangements with the Central and/or State Governments or any foreign or Local Government, Indian States' Chambers of Commerce, Municipalities, Local Boards, National and International Institutions, Industrial Bodies (local & Foreign), Autonomous/Semi Autonomous body or any other public or private authorities, national and international educational institutions that may seem conducive to all or any of the objects of AIPMA.
 - 3(f) To represent officially the views of members on any matters affecting or likely to affect the plastics trade and industry to the Government of India, Local Governments, Foreign Governments, Chambers of Commerce, National and International Institutions, Industry bodies (local & foreign), Autonomous/Semi Autonomous bodies and any other public or private authorities.
 - 3(g) **PLASTICS PANEL REPRESENTATION**

To move the Government of India to take on the Plastics Panel formed by it a large number of members from AIPMA.
 - 3(h) **PLASTICS DELEGATION:**

To assist, arrange, promote, aid and/or organise delegations to be sent to all parts of the world for participating, interacting, consulting with other national or international delegation, exchange programs of Business and Trade data, statistics and other information, programs, exhibition, conferences, seminars including acting as Nodal Agents for organising, delegating or otherwise arranging such national or international exchange programs, exhibitions, conferences, seminars in India or overseas.
 - 3(i) To safeguard the interests of our members, indigenous manufacturers, Plastics Trade and Industry as a whole.
 - 3(j) To promote or oppose Rules & Regulations, Legislative or other measures affecting the plastics trade and industry.

- 3(k) To publish official publications of AIPMA, giving prominence to its aims, objects and activities for the spread of knowledge and information relating to the plastics trade and industry generally to print, publish, broadcast and launch any advertisements, newspaper, periodicals, books, literatures or leaflets and also arrange lectures that may be deemed desirable through any media.
- 3(l) To make and from time to time amend, alter, revoke, re-enact and enforce rules and bye-laws for the benefit of and binding on AIPMA and/or its members, and in so far as may be requisite or expedient, to apply for statutory powers for the making, passing and enforcement of rules or byelaws binding upon those interested in the plastics trade and industry.
- 3(m) To commence, prosecute, appear in, defend or compromise or give up all and every manner of proceeding, civil, criminal or administrative, or any arbitration or inquiry of proceedings before any commission, for the protection or assistance of any members of AIPMA or for otherwise furthering the purpose of AIPMA or any of them.
- 3(n) To purchase, take on lease or in exchange or otherwise acquire any moveable or immovable property, rights or privileges which may be deemed necessary or convenient for any of the purposes of AIPMA and in particular to subscribe to acquire and hold shares in any association whether incorporated or not, or any registered society having objects altogether or in part similar to those of AIPMA.
- 3(o) To sell, improve, manage, lease, mortgage, charge, hypothecate, dispose off or otherwise deal with all or any of the property, rights or privileges of AIPMA by passing a resolution and/or giving in writing their consent from 2/3rd of the elected members present at the Managing Committee and ratified by 2/3 rd members present at the General Body.
- 3(p) To accept any gift or property whether subject to any trust or not for any of the objects of AIPMA.
- 3(q) To take any such step by personal or written appeals or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of AIPMA in the form of donations, annual subscription or otherwise as required from time to time.
- 3(r) To borrow or raise or secure the payment of money which may be required for the purpose of AIPMA in such manner as it may think fit and in particular by the issue of promissory notes, bonds, debentures or debenture stock, perpetual or otherwise charged upon all or any of the property of AIPMA, both present and future and to purchase, redeem and pay off such securities or in, such manner as AIPMA may think fit.
- 3(s) To invest and otherwise deal with the moneys of the Association in such manner as may from time to time be determined by the Managing Committee and to open and operate on current or fixed deposit accounts with any Bank or Banks.
- 3(t) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, railway receipts, warrants, debentures and other negotiable or transferable instruments or securities.
- 3(u) To provide for the welfare of the employees of AIPMA and to give any pension, gratuity, compensation, grant of money, allowances, bonus or other payment as required from time to time and subscribing & contributing to provident and other funds or trust as required from time to time and also to contribute for charitable benevolent or useful objects of public character, the support of which will tend to increase the repute and popularity of the AIPMA among its members and of public.
- 3(v) To establish and maintain branches either autonomous or affiliated to AIPMA at such places in India or abroad and on such terms as the Managing Committee may deem suitable or expedient and control and regulate the policy, work and business of any such branches by rules, regulations or bye-laws from time to time to be made or varied by the Managing Committee and to federate with other Associations, Bodies, Corporations, Firms or persons having objects altogether or in part similar to those of AIPMA on such terms and conditions as the Managing Committee may deem fit.
- 3(w) Generally to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- 3(x) To establish Educational Institute / Campus, Common Facility Centre (CFC), Design Centre, Knowledge Centre, Testing Centre, Training Centre, Skill Development Centre, Product Marketing Display & Selling, Export Cell, incubation centre, entrepreneur development centre, and any other facilities that may be needed to supplement the object of the Association.
- 4 The income and property of AIPMA whenever derived shall be applied solely towards the promotion of the objects of AIPMA as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the

members of AIPMA, provided that nothing herein shall prevent the payment in good faith, remuneration to any Directors, Officers or employees of AIPMA or to any members of AIPMA or other person, in return for any services actually rendered or to be rendered to AIPMA.

- 5 The liability of the members is limited.
- 6 Every member of AIPMA, undertake to contribute to the liabilities of AIPMA 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 AIPMA contracted before, he ceased to be a member and of the costs, charges and expenses of winding up and for adjustment of rights of the contributories among themselves, such amounts as may be required but not exceeding Rs.250/- per member.
- 7 If upon the winding up or dissolution of the association there remains after the satisfaction of all its debts and liabilities, and any property whatsoever, the same shall not be paid to or distributed amongst the members of AIPMA, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of AIPMA to be determined by the members of AIPMA, at or before the time of dissolution or in default thereof by such judge of the High Court of Judicature at Mumbai as may have or acquire jurisdiction in the matter.
- 8 The activities of AIPMA may extend to any part of the world.

ARTICLES OF ASSOCIATION
OF
THE ALL INDIA PLASTICS MANUFACTURERS' ASSOCIATION
(As amended on 15thSeptember, 2015)
PRELIMINARY

Sl. No.		Ref. Original Art. No.
1.	Table 'A' not to apply The regulations contained in Table 'A; in the First Schedule to the Companies Act, 1956, shall not, except so far as such regulations are embodied in these articles, apply to AIPMA but the regulations for the Management of AIPMA and for the observance of the members thereof and their representatives, shall, subject to any exercise of the statutory powers of AIPMA, in reference to the repeal or alteration of our addition to its regulations by Special Resolution or otherwise as prescribed by the said Companies Act, 1956 as amended from time to time, be such as are contained in these Articles.	1
2.	Marginal Notes The marginal notes hereto shall not affect the constructions hereof;	2
3.	Definition In these Articles, the following words and expression shall have the following meanings, unless repugnant to the subject or context;	
3(a)	AIPMA / Association The Association / "AIPMA" means "The All India Plastics Manufacturers' Association".	(a)
3(b)	Act The "Act" means the Companies Act, 1956 or any statutory modifications or re-enactment thereof for the time being in force.	(j)
3(c)	Member "Member/Membership" means any Individual, Firm, Registered Society, Company, Association or Institution who or which is for the time being duly admitted as member (in any category or sub-category) of AIPMA in accordance with the Articles of Association. The term ordinary member shall also include Life member.	(c)
3(d)	Persons Words importing persons shall mean as defined as member in (c) above.	(g)
3(e)	Month and Year "Month" and "Year" means a Calendar Month and a Financial year respectively. Financial Year will be 1 st April to 31 st March or as per the Companies Act, 1956 as amended from time to time.	(b)
3(f)	Managing Committee "Managing Committee" will comprise of the members elected by the General Body of AIPMA. The members subsequently nominated/co-opted by the Managing Committee also will form a part of the Managing Committee.	(d)
3(g)	Member of the Managing Committee 'Member of the Managing Committee" shall mean and correspond to the term "Director" as used in the Act.	(e)
3(h)	Office Bearers "Office Bearers" will comprise of the President, Senior Vice President, Vice President (Finance) and Four Zonal Vice Presidents.	(d 1)
3(i)	Zonal Committees Zonal Committee will comprise of Zonal Vice-Presidents North, South, East, West and atleast one member from every state in the zone as far as possible.	(d 2)
3(j)	Panel Committees	(d 3)

Panel Committee Chairman will be appointed by the Managing Committee.

- 3(k) **Plural Number** (h)
Words conveying the singular number shall be deemed to include the plural and vice versa.
- 3(l) **Gender** (i)
Words conveying the masculine gender would also include feminine gender.
- 3(m) **Writing or Written** (f)
“In “In writing” or “written” shall include graphics / pictures, words printed, type written, electronic media, lithographed or reproduced in any manner in a visible form.
- 3(n) **Annual Turn Over** (k)
Annual turnover of the member as understood and as defined under the Income tax Act.

4. Registered and Head Office

The Registered Office and the Head Administrative Office of AIPMA shall be at Mumbai.

5. Zones for Administrative Purpose

4

For the purpose of these Articles and for administrative purpose and convenience, India shall be divided into four zones, viz, West Zone, East Zone, North Zone and South Zone. Whenever any “State” is subdivided into two or more states by the Parliament then these States will form a part of the same zone where the parent state is placed.

5(I) **West Zone shall comprise of:**

- 5(I) a) State of Maharashtra
- 5(I) b) State of Gujarat
- 5(I) c) State of Madhya Pradesh
- 5(I) d) State of Chhattisgarh
- 5(I) e) State of Goa
- 5(I) f) Union Territories of Daman & Diu
- 5(I) g) Union Territories of Dadra, Nagar & Haveli

5(II) **East Zone shall comprise of:**

- 5 (II) a) State of West Bengal
- 5 (II) b) State of Odisha
- 5 (II) c) State of Bihar
- 5 (II) d) State of Jharkhand
- 5 (II) e) State of Sikkim
- 5 (II) f) State of Assam
- 5 (II) g) State of Meghalaya
- 5 (II) h) State of Nagaland
- 5 (II) i) State of Mizoram
- 5 (II) j) State of Arunachal Pradesh
- 5 (II) k) State of Manipur
- 5 (II) l) State of Tripura

5(III) **North Zone shall comprise of:**

- 5 (III) a) National Capital Territory
- 5 (III) b) State of Uttar Pradesh
- 5 (III) c) State of Uttaranchal
- 5 (III) d) State of Haryana
- 5 (III) e) State of Punjab
- 5 (III) f) State of Rajasthan
- 5 (III) g) State of Himachal Pradesh
- 5 (III) h) State of Jammu, Kashmir and Ladakh
- 5 (III) i) Union Territory of Chandigarh

5(IV) **South Zone shall comprise of:**

- 5 (IV) a) State of Tamil Nadu
- 5 (IV) b) State of Andhra Pradesh
- 5 (IV) c) State of Kerala
- 5 (IV) d) State of Karnataka
- 5 (IV) e) Union Territory of Puducherry
- 5 (IV) f) U.T. of Lakshadweep
- 5 (IV) g) U.T. of Andaman and Nicobar Islands
- 5 (IV) h) State of Telangana

6 Categories of Members

5

There shall be following categories of members of AIPMA.

- 6.I Ordinary Member:** A
The Ordinary membership shall comprise of:
- 6.I (A) Processors / Converters of plastic raw materials used for manufacture of plastic products, goods and articles and also processors of compounds, master batches and scrap etc.
 - 6.I (B) Manufacturer of primary plastic raw materials (Polymers), chemicals and additives required by the plastics industry.
 - 6.I (C) Manufacturer of machinery ancillary & auxiliary equipment for plastic industry.
 - 6.I (D) Manufacturer of Moulds & Dies, Jigs & Fixtures required by the plastic industry.
 - 6.I (E) Trader, distributor, indenter, consignment agent, exporter and importer of plastic raw materials, machinery, chemicals and additives, and goods and products.
- 6.II Life Members:** D
Any person, Firm, Company, Registered Society or Association and Institution entitled to be an Ordinary Member or Affiliate Member or Associate Member, as set out above, may apply to be Life Member. Enrolment of Life Members will cease w.e.f. 31.03.2013. However, services to current Life Members will continue.
- 6.III Affiliate Members:** B
Affiliate members shall comprise only of Registered societies, associations and institutions connected with plastics, having activities which in the opinion of the Managing Committee are beneficial to the objects of AIPMA. They will not have the right to stand for election of the Managing Committee of AIPMA. They can be special invitees or co-opted to the Managing Committee.
- 6.IV Associate Members:** C
Any person, firm company having activities connected with plastics other than manufacturing and trading can apply as Associate Member. This includes Technicians, Consultants, Professionals etc.
- 6.V Patron Members:** E
Patron Membership - to be ceased w.e.f. 15.09.2015. The Existing Patron Members will continue to be the Members of the Association, but however they shall have no voting rights.
- 6.VI**
- 6.VI (a) **International Membership:** to be ceased w.e.f. 15.09.2015. The International Members if any will continue to be Members of the Association, but however they will have no voting rights.
 - 6.VI (b) **General Member**
Any Individual, Proprietor associated with the Plastic Industry shall be eligible to be a General Member. General Members will have no voting rights or attend MCMs, AGMs, and EOGMs etc... of the Association, and will be provided only e-communications for service of AIPMA.
 - 6.VI (c) **Student / Faculty Member**
Students and Faculty of CIPET/Technical College or Institute/IIT/MIT or such other institutes etc..... Shall be eligible to be Student and Faculty member with no voting rights and nor can attend MCMs, AGMs, EOGMs etc..... of the Association, and will be provided only e-communications for all services.
- 6.VII Tenure Member (6 years)**
Any person, Firm, Company, Registered Society or Association and Institution entitled to be an Ordinary Member or Affiliate Member or Associate Member, as set out above, may apply to be Tenure Member. Tenure Member will be a Member for six years in the Association. Tenure member will have all rights at par with that of an Ordinary, Life/Associate Members except that they shall have no voting rights, in the Association. The Subscription FEE of a Tenure Member will be credited to the Corpus Fund.

7 Membership

- 7 (a) Qualification** 7
Any person having an established place of business or place of activity in India/Abroad and connected with the plastic industry and trade as plastic products producer / convertor, manufacturers of raw materials or chemicals or machinery required by plastic industry or manufacturers of Moulds & Dies or as processors or distributors, exporters or importers of and/or traders in plastic raw materials or goods or as technicians, consultants or professionals or service organisations serving the plastic industry or otherwise, shall be eligible for the membership of AIPMA.
- 7 (b) A member, (Ordinary / Life) ceases to be a member if the constitution of the firm changes. A change in constitution of the firm will mean change from proprietary / partnership to Pvt. Ltd. or Public Ltd. or vice versa and will have to apply as a new member.** 17(vi)
- 7 (c) Application** 8(1)
Every person desirous of becoming a member of AIPMA shall apply for membership in writing to the Senior Vice President of AIPMA, duly proposed and seconded by members of AIPMA who in the form prescribed by the Managing Committee from time to time giving such particulars and information as required therein. The prescribed entrance fees and the prescribed Annual subscription fees added by statutory taxes, levies thereon if any shall accompany such application. Managing Committee will consider the application and also decide the category of the member, as it deems appropriate. The Proposer and Secunder must be a Member of AIPMA for atleast 2 financial years in consecutive. If a Member, who had resigned previously or if a Member was removed from the Association, and if the said Member again applies for Membership, he will first have to clear all the Outstanding Dues and accordingly pay the Entrance and Subscription Fee. The Proposer and the Secunder can second upto 50 New Members in one financial year.
- 7 (d) Enrolment** 12
Members will be enrolled only in the name in which they carry on their business. (A)
- 7 (e) Category of Membership** 14
An applicant shall be enrolled as a member of AIPMA in such category or sub-category of membership for which they are eligible. Provided, that if an Applicant is eligible to be enrolled in more than one category of Membership, they may be enrolled under the category as desired by the applicant. However, the subcategory will be decided in accordance with the total turnover of the applicant.
- 7 (f) Change of Category of Membership** 15.1
Upon a written request by an ordinary member to alter their category of membership to some other category or sub-category to which such member may be entitled to and provided such member make additional payment of applicable dues. The Managing Committee may at its sole discretion alter the category or sub-category of ordinary members. No refund of fees will be given for fees paid earlier.
- 7 (g) Authorised Representatives** 15.2
Every applicant shall along with the Application Form submit names of not more than two individuals as their Authorised Representatives with their respective signatures duly authenticated by the Applicant.
- 7 (h) Each such Authorised Representative shall:**
In the case of Ordinary/Associate Member be Proprietor, Partner, Manager, Director and/or principal officer and/or full time employee as the case may be of such member; and their designation must be mentioned. 8.2(a)
In case of Affiliate member, representative should be a member of the Managing Committee of the Registered Society or association or executive board or institution or chief of their secretariat and the designation/position of such authorised representative shall be indicated against the name of authorised representative. 8.2(b)
- 7 (i) Substitution of Authorised Representatives** 12-C

A Member may from time to time change their Authorised Representatives by a notice in writing to the Hon. Secretary but every such change, shall take effect only after it is approved by the Managing Committee which the Secretariat will put for approval at the forthcoming Managing Committee Meeting.

- 7 (j)** Representation by authorized Representative and his Rights 12(B)
- 7(j) i.** Ordinary / Associate Member 12(B)i
- An ordinary / Associate member may be represented by any one of the two persons nominated by such member as their Authorised Representatives in the Application Form for Membership or subsequently from time to time. Provided that the Authorised Representative whose name stands first in the Register of AIPMA shall be entitled to exercise the rights and privileges of a Member in preference to the Authorised Representative whose name stands second in the Register of AIPMA. The Authorised Representative of an Ordinary / Associate Member shall be entitled to exercise all or any rights and privileges of a member as regards attendance and voting at meetings and otherwise generally including the right to stand for election to the Managing Committee subject to their eligibility.
- 7(j) ii.** Affiliate Member 12(B)ii
- Authorised Representatives of Affiliated Members will have the same rights as Authorised Representatives of Ordinary members mentioned in para B(i) above but they will not have the right to stand for Election of the Managing Committee of AIPMA.*
- 7(j) iii.** Right of Voting: 6
- Ordinary /Life / Affiliate Members Shall have Equal Rights and Privileges to Vote. However International Members, General Members, Faculty & Student Members and Tenure Members will have No voting right.*
- 7 (k)** Full discretion to Reject Application (3)
- Every application shall be submitted by the Secretariat to the Managing Committee with the least possible delay. The Managing Committee shall have absolute power and discretion to accept or reject any application and shall not be bound to give any reason whatsoever. Money paid by applicant, to be refunded in full in case of rejection of application.
- 7 (l)** Rejected Candidate for Membership not eligible for twelve months 8.5
- An applicant whose application has been rejected by the Managing Committee as a member shall not be eligible for membership until after the expiration of 12 calendar months from the date of rejection of application.
- 7 (m)** Register of Members and Address 13
- AIPMA shall maintain a Register in which shall be entered.
- 7(m) i.** **Name of each Member** (a)
- 7(m) ii.** **Addresses of the Member viz. Registered Office, Head Office, Factory.** (b)
- 7(m) iii.** **Nature of business** (c)
- 7(m) iv.** **Category and sub-category of membership** (d)
- 7(m) v.** **Annual sales turnover** (e)
- 7(m) vi.** **Names of their authorised representatives** (g)
- 7(m) vii.** **Specimen signature of the authorised Representatives duly authenticated by the Proprietor, any Partner or any director or any Committee Member of the Firm, Company or Society or the Association as the case may be.** (h)
- 7(m) viii.** **Every Member shall forthwith notify to the Secretariat any change of address or other particulars. The Secretariat shall enter in the Register such altered address and other particulars after approval of the Managing Committee.**
- 7 (n)** Warning, Suspension and Expulsion of Members 16
- In the event of any question arising in regard to the conduct of any Member, a Meeting

of the Managing Committee shall be convened to inquire the matter at which such Member may be invited to attend. If in the opinion of the Managing Committee for which the Managing Committee shall not be bound to assign any grounds or reasons a Member is guilty of any conduct detrimental or prejudicial to the interest of AIPMA, they may be warned, suspended or expelled but no Member shall be suspended or expelled unless atleast three-fourths of the Members of the Managing Committee vote in favour of the suspension or expulsion of such member. Such suspension or expulsion shall be notified in writing to the Member, Any Member who is suspended or expelled shall nevertheless be liable for payment of any arrears of subscription including the subscription for the current year. Any Member warned, suspended or expelled as aforesaid shall be entitled, within 21 days of receiving notice of warning, suspension or expulsion to appeal to Managing Committee of AIPMA in writing and the Managing Committee of AIPMA shall upon such appeal have power to withdraw such warning or to cancel such suspension or to reinstate the member at its next General Meeting provided that such member shall not in the event of withdrawal of warning or cancellation of suspension or expulsion have or be entitled to any claim by way of compensations or damages or loss or otherwise. If any member so removed from membership shall be an office bearer, his office shall be ipso facto vacated. No member suspended or expelled under this Article shall be entitled to refund of the entrance fee or subscription fee already paid or any part thereof.

- 7 (o) Termination of Membership** 17(a)
 A Member shall ipso facto cease to be a member of AIPMA if :-
- 7(o) i. Termination of Membership: The member tenders to the Senior Vice President his resignation in writing** (i)
 - 7(o) ii. The Member is found guilty by a competent Court of an offence involving in the opinion of Managing Committee gross civil or criminal misconduct.** (ii)
 - 7(o) iii. The membership is terminated under the provisions of these Articles.** (iii)
 - 7(o) iv. The Member shall be adjudged insolvent or be wound up or go into liquidation or be dissolved as the case may be.** (iv)
 - 7(o) v. A Competent Court finds the member guilty of an offence involving moral turpitude.** (v)
 - 7(o) vi. A Member ceasing to be a Member of AIPMA shall forfeit all rights to or claims upon AIPMA its property and funds.** (b)
 - 7(o) vii. A member ceasing to be a member of AIPMA, for whatsoever reason shall nevertheless be liable to pay to AIPMA his subscription which may then be due and payable by such Member.** (c)
- 7 (p) Specific Query** 49(a)
 Member having specific query on working of AIPMA will submit in writing his query to the Sr. Vice President. The Sr. Vice President will provide to the concerned member with requisite details as soon as possible. Even then if the concerned member is not satisfied with the information provided by the Sr. Vice President, he can request for inspection of the concerned documents only after prior appointment from the Sr. Vice President. Members shall however have a right to inspect the Minutes book of the Managing Committee and take extract from them.
- 8 Fees and Subscription** 9
- 8 (a) Entrance**
 The entrance fee payable for all Categories of Membership shall be Rs.500/- (Rupees Five Hundred only). The Managing Committee may at its discretion, waive payment of entrance fee for any member for any special reasons. No entrance fee or subscription or any part thereof, once paid, shall be refundable on termination or suspension of membership. There will be no Entrance Fees in respect of International Members, 'General Members' and Faculty & Student Members'.
 - 8 (b) Annual Subscription** 10(a)
 The Annual Subscription for a financial year payable by a member falls due on the first day of the financial year. Annual Subscription in respect for all category of members shall & 10(d)

be changed as decided by the managing committee from time to time and currently be as follows:

8(b)I.ORDINARY MEMBER	<u>Annual</u>
8(b) I. (a) Processors / Convertor having annual sales turnover:	
8.(b).I.(a).i) Upto Rs.10 crores	2000/-
8.(b).I.(a).ii) Above Rs.10 crores	5000/-
8(b) I. (b) Raw Material, Additives & Chemical Mfrs.	5000/-
8(b) I. (c) Machinery & Equipment Mfrs.	5000/-
8(b) I. (d) Moulds & Dies Manufacturers	5000/-
8(b) I. (e) Distributors, Importers, Exporters, Traders & Others	5000/-
8(b)II.Affiliate Member	5000/-
8(b) III. Associate Member	2000/-
8(b)IV.General Members / Free Members	-
8(b)V. Faculty & Students' Members in Plastics (Faculty & Students related to study in Plastics)	100/-

8(b)VI. Tenure Member (6 Years) **10000/-**

Note: Government taxes / levies will be extra as applicable.

- 8 (c) **Annual applications for Ordinary Membership received between October and March will pay 50% of the Annual Subscription and Entrance Fee in full. This clause will not be applicable to Life Members and Tenure Members.** 10(c)
- 8 (d) **The Annual sales turnover referred to in clause (a) above shall in the case of the Applicant for membership be the annual sales turnover of the Applicant during their last financial year immediately preceding the date of application for membership.** 10(b)
- 8 (e) **Failure to pay subscription** 11(a)
If any member fails to pay the subscription fees for any year on or before 30th day of September of the year i.e. six calendar months from the beginning of the financial year, the Managing Committee may terminate the membership of such member without any further notice. No service to be provided to defaulting member after 3 months from the beginning of the financial year.
- 8 (f) **A member who has not paid the subscription for any year shall not be eligible to stand as a candidate for election to the Managing Committee unless he pays up all the arrears including subscription on or before the date of filing the nomination.** 11(b)
- 8 (g) **Eligibility for Voting** 11(c)
International Members, Tenure Members, General Members and Faculty & Students Members will have no voting rights and shall not be eligible for attending the MCMs, AGM, EOGM & co-option under Clause 9 (c). Only 'e' service shall be provided.
- 8 (h) **Corpus Fund** 10(A)
The Corpus Fund built up from the Life Membership, Tenure Membership and Patron Membership and entrance fees will be invested from time to time in such manner and in such investments whether immovable properties, or movable properties including Fixed Deposit with scheduled banks Nationalised banks and approved Government securities as the Managing Committee may deem fit. Disposal of immovable assets will be subject to approval by 2/3rd elected members of the Managing Committee present at that meeting and subject to ratification by 2/3rd members present at the General Body.

9 Composition of Managing Committee

- 9 (a) **Number of Members** 19(a)
Unless otherwise determined by a General Body Meeting, the Managing Committee of AIPMA shall consist of not less than 30 (thirty) members and not more than 50 (fifty) members of whom not more than 43 (forty three) shall be elected from amongst the

Ordinary, Life, Patron and Associate members as recorded in the register and not more than 4 (four) shall be co-opted from Ordinary, Life members not more than 2 (two) shall be co-opted from Affiliate members Immediate Past President will be Ex-officio member.

Maximum No. of Members

9(a) A.	9(a) A (i)	Processors/Convertors having Annual Sales turnover upto Rs.10 Crores.	18	
	9(a) A (ii)	Processors /Convertors having Annual Sales Turnover above Rs.10 Crores.	9	
9(a)B.		Raw Material, Additives & Chemical Manufacturers	2	
9(a)C.		Machinery & Equipment Manufacturers	2	
9(a)D.		Moulds & Dies Manufacturers	1	
9(a)E.		Distributors, Importers, Exporters, Traders and others	2	
9(a)F.		Two members from each zone to be elected from amongst Ordinary / Life members and only they shall be elected as members of the Managing Committee as under.	8	<p>9(a) F i. If a zone has less than 200 eligible members only one member shall be elected from such zone and</p> <p>9(a) F ii. If a zone has 200 or more eligible members two members shall be elected from such zone</p>
9(a)G.		Associate Members	1	
9(a)H.		To be co opted from amongst the Ordinary / Life Members only.	5	Not restricted to any zone
9(a)I.		To be co opted from amongst The Affiliate members	1	
9(a)J.		The Immediate past President of the Association to be Ex-officio member	1	Provided the person continuous to be a representative of the same firm from which he was a president

The Annual Turnover referred to in Clause (a) above, shall be the turnover recorded in the Register of Member updated every year by filing updation form. A Chartered Accountant certified Annual Sales Turnover Certificate is mandatory for each member. Non-filing of a Chartered Accountant certified Annual Sales Turnover Certificate will debar the member from being a member of the Managing Committee.

- 9 (b)** General Vacancy (e)
If any elected Member of the Managing Committee vacates his office before his term of office, will expire in the normal course, such vacancy may be filled by co-opting by the Managing Committee from the same category / sub-category as far as possible and will be treated as additional co-option.
- 9 (c)** Co-opted Members 19(c)
The Managing Committee may from time to time at their meetings co-opt any member of AIPMA to the Managing Committee as provided by Article 9a(H).
- 9 (d)** Special Invitees 19(h)
The Managing Committee at their discretion may invite as Special Invitees not more than 5 (five) distinguished members in the field of plastics in order to have the benefit of their guidance and suggestions. Provided however that such an invitee shall have no voting right or any other privilege of Managing Committee Members.
- 9 (e)** Office Bearers of the Managing Committee
The composition of the Hon. Office Bearers of AIPMA will be as follows: i) The President

	ii) Senior Vice President iii) Vice President-Finance, iv) Four Zonal Vice Presidents.	
9 (f)	Vacancy of Office Bearers If any of the Office Bearers dies or becomes insolvent or is convicted by any Court of law for a period exceeding 6 months for an offence involving moral turpitude or if the Company or body corporate represented by such person winds up or is closed down or if such Office Bearer fails to attend three consecutive meetings of the Managing Committee without leave of absence such Office Bearer shall vacate his office and Managing Committee shall fill up the vacancy only from the elected members.	(b)
9 (g)	Functions of the Office Bearers: The Office Bearer Committee shall attend to the everyday administration and affairs of AIPMA. The Office Bearers' Committee shall work and function as per the directors and guidelines of the Managing Committee and shall report to the Managing Committee. Tenure of the Office Bearers' Committee will be till the Annual General Meeting (AGM). They will continue to function till the next Office Bearers are elected. All office Bearers to be elected every year after the Annual General Meeting (AGM) by Managing Committee hence the discretion to elect the Office Bearers are vested upon the Managing Committee for smooth & better co-ordination.	21(a)
9 (h)	If any place not filled in If any of the places to be filled in at the Annual General Meeting is not so filled in for any reason whatsoever, such vacancy may be filled in by the Managing Committee in its sole discretion from the same category / sub category. Such vacancy filled in will be treated as Additional Co-option.	19(d)
9 (i)	Period of office for Co-opted Members Any person co-opted to the Managing Committee or any person appointed to fill in the vacancy under Sub-clause 9(b) or 9(c) shall hold office only till the conclusion of the next Annual General Meeting.	19(f)
9 (j)	In event of death of the Proprietor or Individual of Life, Tenure, Ordinary, Associate member, it will cease to be member of the Association. Fresh application for membership should be made.	
10	Managing Committee	22(h)
10(A)	Elections to the Managing Committee	
10A (a)	Election Committee The Managing Committee shall appoint an Election Committee Chairman with members to conduct and supervise the election of the members to the Managing Committee of AIPMA at least 60 days before the ensuing AGM. On any dispute arising from the election, the decision of the Election Committee shall be final. The member of the Election Committee should not be from the present Managing Committee nor should be a candidate for the ensuing elections.	
10A (b)	Prescribe Rules for Election The Managing Committee may from time to time frame and prescribe Rules and Procedure for election.	22(g)
10A (c)	Election Election of the Members of the Managing Committee to be elected in accordance with Article 9 shall take place at every Annual General Meeting	22(b)
10A (d)	Members to Retire at Annual General Meeting At every Annual General Meeting of AIPMA all the Members of the Committee shall retire. The Office Bearers Committee shall deem to continue in office until their successors are appointed.	(a)
10A (e)	Eligibility of Member and their nomination The Ordinary, Life & Associate member, whose nominated candidate is representative of the company, to the Association, for minimum two years in consecutive, shall be eligible to stand and be nominated for election to the office as a Member of the Managing Committee to be elected at an Annual General Meeting, provided that the firm should be the member of the	22(c)-1

- Association for at least two full financial years immediately the election year viz. for the elections for the F.Y. 2014-2015, the firm should be a member of AIPMA prior to 1.4.2012. The elections will be in accordance with these Articles of Association and the Rules & Procedures that may be framed and prescribed for election by the Managing Committee from time to time.
- 10A (f)** Retiring Members Eligible 22(c)
Every retiring Member shall be eligible for re-election subject to his eligibility to contest the elections.
- 10A (g)** Nomination 22(d)
Authorised representative of Ordinary, Life or Associate Member of AIPMA shall be eligible to stand and be nominated for election to the office of the Member of the Managing Committee at the Annual General Meeting in accordance with these Articles of Association and the Rules and Procedures that may be framed and prescribed for election by the Managing Committee from time to time. A representative of the firm can file nomination only from one category (Member category / Zonal category). An individual who is representative of more than one firm in different categories can fight election only from one category.
- 10A (h)** Nominations Exceeding the Number of Vacancies to be filled in 22(e)
If the number of valid nominations received is equal to the number of places to be filled in each category then on the due date such persons will be treated as elected. However, if the number of nominations received is more than the places to be filled in, the Election Committee will scrutinize the nominations received and if elections are to be conducted will set out the election process so as to have the elections held on the day of the Annual General Meeting.
- 10A (i)** Postal Ballot for Upcountry Members: 22(f)
All the upcountry members (i.e. those members who have their Registered address as per article 7m(ii) outside the Municipal limits of Greater Mumbai) of AIPMA shall be entitled to exercise their rights to vote for the election of the members of the Managing Committee. They should send only the Ballot Paper by Registered post or Under Certificate of Posting or hand delivery or courier from their city or town as per Article 7m(ii). Like all other members such upcountry members shall be entitled to as many votes as there are places to be filled in by election in each category. AIPMA shall atleast 14 days prior to the date of the Annual General Meeting, send to the upcountry members a ballot paper setting out the names of the individuals/representatives whose nominations have been received for election to the Managing Committee. Such upcountry members shall fill in the ballot paper, seal it in an envelope, write a forwarding letter or note duly signed by the authorised representative as per Article 7(h). The ballot paper **shall not** be signed. Any marking on ballot paper will invalidate the ballot. The sealed envelope containing the ballot paper only, and the forwarding letter shall be enclosed in separate envelope and both to be sent by Registered Post A.D. or courier or hand delivery by the members from registered place to the Executive Secretary of AIPMA. The ballot papers sent by post/courier/hand delivery and not received atleast twenty four hours prior to the date of election shall be considered as invalid. Outstation members can cast their vote in person provided they return the ballot paper without any marking to the Secretariat.
- 10A (j)** Right to Vote 19(g)
Every Ordinary, Life, Associate and Affiliate Member shall be entitled to cast their Individual Vote for the Member standing for election of the Managing Committee irrespective of the category and/or zone to which such member may belong.
- 10A (k)** Eligibility for Voting 11(c)

Any member who has not paid the subscription for any year shall not be eligible to exercise any of the rights and privileges of a member at the General Body Meeting unless he pays up all the arrears including subscription on or before the date of filing of the nomination or before the date of the Annual/Extra General Meeting or 30th September, whichever is earlier. **A Voter must be member of the association for at least one financial year to be eligible to vote.**

International Members, General Members and Faculty & Students Members, Tenure Members will have no voting rights and shall not be eligible for attending the MCMs, AGM, EGM & co-option under Clause 9 (c). Only 'e' service shall be provided.

10A (I) Security Deposit from the Candidate contesting the Election.

The candidate standing for election must deposit Rs.5000/- being Refundable Security Deposit by way of Cash/ Pay Order / Demand Draft in favour of "The All India Plastics Manufacturers' Association", payable at Mumbai. If the number of votes in his favour is less than 10% of the total voting, the security deposit will be forfeited.

10(B) Election of Office Bearers

20(a)
&
23

First Meeting of the Managing Committee after the Annual General Body Meeting

The newly elected members of the Managing Committee will elect a Chairman, **who is not a contestant, to conduct the elections of the Office Bearers.** The person so elected will have his own vote but will not have a casting vote. In the event of a tie, the winner will be decided by the draw. After completing elections for all the Office Bearers posts, the President will take over and conduct the meeting. This is only for the first meeting of the Managing Committee after AGM. The elected members of the Managing Committee shall elect from amongst themselves, a President, a Sr. Vice President, a Vice President(Finance) and four Zonal Vice-Presidents as far as possible at the first meeting of the Managing Committee held after the Annual General Meeting. The four Zonal Vice-Presidents shall be elected from the four zones i.e. one Vice-President from each zone. The Vice President of each zone must have active presence in that zone.

10(C) Functions of the Managing Committee

10(C) a. Day, Venue & Time of Managing Committee

24(a)

Meeting of the Managing Committee shall be held at such day, time and place as the Office Bearers Committee may determine and the business there at shall be conducted in accordance with the byelaws.

10(C) b. Notice for Managing Committee Meetings

24(b)

At least 7 days notice shall be given for convening a meeting of the Managing Committee to its member. But an emergency meeting may be called at two days Notice given by any mode of communication. Non receipt of notice will not invalidate the proceedings of the meeting.

10(C) c. Quorum at Managing Committee Meetings

25(a)

Subject to Sections 287 of the Companies Act, the quorum at a meeting of the Managing Committee shall be one third of its total strength (excluding members, if any, whose places may be vacant at the time and any fraction contained in that one third being rounded off as one) OR twelve members whichever is less.

10(C) d. Adjournment for want of quorum

25(b)

If a meeting of the Managing Committee is not held for want of quorum, then the Meeting shall stand adjourned for half an hour. The adjourned meeting will conduct the business on agenda. No quorum needed for the adjourned meeting.

10(C) e. President / Chairman

26

The President shall preside as Chairman at the meetings of the Managing Committee. If at any meeting of the Managing Committee, the President is not present within 10 minutes of the time notified, the Managing Committee may ask

- any of the Vice Presidents of AIPMA, if present, to preside over the Meeting. If the President or Vice President are not present within 10 minutes of the notified time, the members of the Managing Committee may elect, a Chairman only for that particular meeting out of the members present at the meeting on that day, but however the Senior Vice President shall not be elected to conduct the meeting. If the President arrives after a Chairman has been elected for the meeting, the said Chairman will continue to preside till the end of the meeting.
- 10(C) f. Voting in Managing Committee 27
At the Committee Meetings every member present shall have one vote only. In case of an equality of votes the Chairman shall have a second or casting vote.
- 10(C) g. Circular Resolutions 28
A circular resolution signed by two-third of the members, (except special invitees) of the Managing Committee, shall in all respects be as valid and binding as a resolution passed at a meeting of the Managing Committee duly convened and such resolution shall not be deemed invalid by reason of want of notice. Such circular resolution shall be recorded in the minutes of the next Meeting of the Managing Committee.
- 10(C) h. Absentee Members of the Managing Committee 29
If any member of the Managing Committee absents himself from the meeting of the Managing Committee for more than three consecutive meetings, without the permission of the Managing Committee, he shall be deemed to have resigned his office but he may be co-opted by the Managing Committee as a member thereof for the unexpired period of the current year of office of the Managing Committee upon his furnishing an explanation to the satisfaction of the Managing Committee.
- 10(C) i. Powers of the Managing Committee 18(a)
The business of AIPMA shall be managed by the Managing Committee who may exercise all such powers of AIPMA and do all such acts and things as are not, by the Companies Act 1956 or by the Memorandum or by these Articles required to be exercised by AIPMA in General Meeting, subject nevertheless to the provisions of these articles, the provisions of the Companies Act 1956, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by AIPMA in General Meeting but no regulation made by AIPMA in General Meeting shall invalidate any prior act of the Managing Committee which would have been valid if that regulation had not been made.
- 10(C) j. Norms for Traveling & Other Expenses 18(b)
Travelling, hotel and all other incidental expenses of the President and/or other individual/s nominated by the President whether such individual/s be the members of the Managing Committee or not for performing any duties, functions or works within India will be borne by AIPMA. These expenses will reflect in the Quarterly Statement of Income and Expenditure which will be presented to the Managing Committee for approval. These expenses should be within the sanctioned Annual Budget approved by the Managing Committee. All foreign travel and other related incidental expenses of the President/individuals nominated by the President will have to be specifically approved by the Managing Committee in advance.
- 10(C) k. Property and Funds to be under Control of Managing Committee 30
Property both moveable and immovable and the funds of AIPMA shall be under the control of the Managing Committee i.e. All the decisions, regarding moveable and immovable including investments shall be approved by the Managing Committee with 2/3rd members present approving the same. In respect of immovable property rights including sale, mortgage etc. shall be

created with the approval of the Managing Committee with 2/3rd members present approving the same and thereafter the same should be approved/ratified by the general body with 2/3rd of the members present approving the same as a special resolution as defined under Companies Act, 1956. However, for assets being not over Rs.1 lakh ratification by general body is not required.

- 10(C) l. Decisions of Managing Committee and Bye–Laws Binding on all Members 31
 The decisions of the Managing Committee expressed by resolutions or bye-laws made by the Managing Committee or otherwise shall be binding on all the members of AIPMA.
- 10(C) m. The Minutes of the Managing Committee 32
 The draft Minutes of the Managing Committee shall be circulated amongst the members within 15 days from the date it was held, before they are confirmed at the next meeting. The approved Minutes shall be maintained and entered in the Minute Book. It shall be signed by the Chairman of such meeting after duly confirming at the succeeding meeting. It shall be conclusive evidence of all decisions or resolutions passed by the Managing Committee and as to what transpired at the meetings of the Managing Committee.
- 10(C) n. Prepare & Lay Accounts at AGM 49(b)
 The Members of the Managing Committee shall as required by Section 210 of the Companies Act cause to be prepared and to be laid before AIPMA in general meeting the income and expenditure accounts, balance sheet and reports as are referred to in these sections.
- 10(C) o. Accounts as per Prevailing Law 49(c)
 Income & Expenditure A/c shall be prepared and presented as required as per the prevailing law. Maximum information to be given under various heads of A/c.

11 General Body Meeting

- 11(a) Notice convening Meeting 33(a)
 The Annual General Meeting of AIPMA shall be held in accordance with Section 166 of the Act and 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 AIPMA or at such place in Mumbai as the Managing Committee may determine and the notice calling the meeting shall specify it as the Annual General Meeting. A copy of the Statement of Accounts and Audited Balance Sheet should be annexed to the Notice of the Meeting. A General Meeting of AIPMA may be called by giving not less than 21 days' notice in writing. However, a Extra Ordinary General Meeting may be called after giving a shorter notice of 14 days in writing mentioning the agenda therein.
- 11(b) Place, Date & Time of Meeting 39
 Every Notice of a meeting of AIPMA shall specify the place, date and hour of the meeting and shall contain a statement of the business to be transacted thereat. No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transact any business which has not been substantially mentioned in the Notice or Notices upon which it is convened except with the permission of the Chair.
- 11(c) Business at Annual General Meeting 33(b)
 The principal business of the Annual General Meeting shall be to confirm the minutes of the previous AGM, to receive and adopt the report of the Managing Committee as also the Auditor's Report and accounts of the preceding financial year. To appoint auditors and fix their remuneration. To Elect Members of the Managing Committee **once in 3 years.**
- 11(d) Method of sending Notice: 52(a)
 A Notice may be given by AIPMA to the member either personally or by sending it by post to him to his registered address or in any form of communication as prevalent at that

time.

- 11(e)** Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and unless the contrary is provided, service of the notice shall be deemed to have effected at the time at which the letter would be delivered in the ordinary course of post. 52(b)
- 11(f)** All notices or communications intended for a member shall be deemed to have been duly given and made to the member if posted, addressed to the members to the address as per Article 7m(ii) and the production of a proper certificate of posting shall be conclusive evidence of the despatch of such notice or communication to such Member. 52(c)
- 11(g)** Right to attend Annual General Meeting 34
Every eligible member of AIPMA shall be entitled to attend the General Meeting of AIPMA as per Article 7(g). No proxy is allowed. The Auditor of the AIPMA shall have the right to attend and to be heard at any General Meeting on any part of the business which concerns him as Auditor.
- 11(h)** Extra-Ordinary General Meeting 35
All General Meeting other than Annual General Meeting shall be called Extraordinary General Meetings.
- 11(i)** Calling Extraordinary General Meeting on Requisition 37
The Committee shall on requisition of the requisite number of the Association forthwith proceed duly to call an Extraordinary General Meeting of the Association and in, respect of any such requisition and of any meeting to be called in pursuance thereto, the provisions of Section 169 of the Act and of any statutory modification thereof for the time being shall apply.
- 11(j)** Quorum 42
The quorum for a General meeting shall be 51 (fifty one) members through their representative authorised under Article 7(h).
- 11(k)** When if quorum not Present Meeting to be Dissolved and when to be Adjourned 43
If within half an hour from the time appointed for the Meeting a quorum be not present, the meeting, if convened upon a requisition shall be dissolved. In any other case, it shall stand adjourned for ½ hour on the same day and reconvened at the same venue. Members present at the reconvened meeting shall form the quorum. All transactions taking place at this adjourned meeting will be valid.
- 11(l)** Special Resolution by any member 41
Any Member of AIPMA desirous of moving any Resolution connected with the agenda at the Annual General Meeting of AIPMA or any other General meeting of AIPMA shall give notice in writing at least 7 day's before the date of such meeting to AIPMA of his intention to move the resolution. This resolution has to be proposed by minimum 51 members.
- 11(m)** Method of voting for Resolution 44(a)
At any General Meeting of AIPMA any resolution put to the vote of the meeting shall be decided on a show of hands unless a ballot is demanded by majority of members before or on declaration of the result of the show of hands and as provided in Section 179 of the Companies Act 1956.
- 11(n)** Result of Ballot is Resolution (b)
If a ballot is demanded in the manner aforesaid it shall be taken up immediately and the result declared in the same meeting. The result of the ballot shall be deemed to be resolution of the meeting at which the ballot was demanded.
- 11(o)** Demand of Ballot – Not prevent continuance of meeting 44(e)
The demand of a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a ballot has been demanded.
- 11(p)** Chairman of Meeting 47
The President of AIPMA shall preside over all General meeting. If the President is not present within 10 minutes after the time notified for holding the meeting or though present, be unwilling to preside over the meeting, any of the four Vice Presidents may be

chosen by the members present to preside over the meeting and in default of their doing so or if no Vice President shall be present and willing to preside at the meeting then the members present shall choose one of the members entitled to vote and present at the meeting to preside thereat.

- 11(q)** No ballot for Chairman 44(c)
No ballot shall be demanded on the election of a Chairman of a Meeting or any question of adjournment.
- 11(r)** Sole Judge 46(a)
The Member presiding at any General Meeting shall be the sole judge of the validity of every vote tendered.
- 11(s)** Chairman Casting Vote 44(d)
In case of an equality of votes, either on a show of hands or on a ballot the Chairman of the meeting shall be entitled to a second or casting vote.
- 11(t)** Effective of Date of Resolution 46(b)
Where a resolution is passed at an adjourned meeting of AIPMA, the resolution shall for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
- 12 Duties of Office Bearers**
- 12(a)** President 50(a)
Press & Public Relations Structural & Organisational Issues, Chairman - Utkarsh Council, Chairman - Affiliated Associations' Council, New Building and Office, Institutional Linkages facilities Bldg, Office Facilities, Presiding over all meetings of the Association.
- 12(b)** Senior Vice president 50(b)
Membership Engagement, Cluster Development, R&D, Technology, International Business Promotion, Inward Missions, Sectoral Committees., Zonal Offices: West, North, East, South +Regional Councils.
- 12(c)** Vice President - Finance 50(c)
Administration, Library, Building & Facility Management, H.R. Purchase Central Stores, Accounts, Finance, Legal, ISO certification, IT, Statutory Compliances.
- 12(d)** Vice President (West)
Seminars, Workshops, Training Programmes, Events, Annual Day. Business Summits, Buyer Seller meets etc., Communications, Brand Building, In House I.T. infrastructure
- 12(e)** Vice President (North)
Increase membership, Hold one Mega Event per year, hold six training programme per year, promote AIPMA exhibitions and events, Propagate all AIPMA activities, and network with regional associations, make office a profit centre.
- 12(f)** Vice President (South)
Increase membership, Hold one Mega Event per year, hold six training programme per year, promote AIPMA exhibitions and events, Propagate all AIPMA activities, and network with regional associations, make office a profit centre
- 12(g)** Vice President (East)
Increase membership, Hold one Mega Event per year, hold six training programme per year, promote AIPMA exhibitions and events, Propagate all AIPMA activities, and network with regional associations, make office a profit centre
- 13 Auditor 51(a)**
- 13(a)** **The Annual Balance Sheet shall be audited and certified to be correct before being laid at the Annual General Meeting, by one or more auditors appointed by the Members at the preceding Annual General Meeting.**
- 13(b)** **No Member of the Managing Committee or paid employee of AIPMA shall act as an Auditor.** 51(b)
- 14 Panel Committees and their Functions 21(b)**
The Managing Committee may appoint Sub-committees or Panels to deal with different problems, to attend to specific work or to render service to different Zones and may delegate to such Sub-committees or Panels, all or any of the powers or rights vested in the Managing

Committee. Such Panels will work with close liaison with the Office Bearers Committee. The Hon. Secretary for the time being of the Committee shall be an ex-officio member of each of the Sub-committees and Panels. The Panel Chairman should be a member representative of AIPMA. He need not be a member of the Managing Committee. Tenure of all panels will coincide with the tenure of the Managing Committee.

15 Zonal and Branch Offices 21(c)

The Managing Committee may open Zonal Offices or branch offices in different cities. It may lay down the powers, functions, duties of such offices. These offices shall function and operate under the general superintendence, direction and control of the Head Office.

16 Paid Officers and Staff 21(d)

The Managing Committee only shall have powers to appoint and remove senior staff member such as paid Executive Secretary, paid Executive Director, paid Deputy Secretary and others as designated on such terms as it may deem fit for smooth functioning of the Secretariat. All paid officers and staff shall be subordinate to the members of the Managing Committee.

17 Liability of Members 53

No member of AIPMA shall be subject to any liability beyond payment of the subscription and except as provided by the Memorandum of the Association.

18 Amendment to Articles of Association 54

The Articles of the Association shall not be altered or amended unless the proposal to make the alteration or amendment is passed by a majority of not less than 3/4th of the Members of the Association present at a General Meeting of the Association of which notices shall be given at least 14 days before the date of the meeting giving particulars of the proposed enactment, alteration or amendments.

We, the several persons whose names and addresses are hereunder specified are desirous of being formed into a Company in pursuance of this Articles of Association and have, accordingly set and subscribed our signatures hereunder.

Name	Address	Occupation	Attestation
Shri J. V. Ruia	Shanti Sadan Parleshwar X Road, Vile Parle B. B. & C. I. Bombay.	Director – Hindustan Plastics Ltd.	
Shri G. Khemani	26, Upper Chitpur Road, Calcutta.	NIL	
Shri B. D. Garware	Kapur Mahal Marin Drive, Bombay.	Governing Director – Garware Motors Ltd.	
Shri J. N. Iyer	32C Deodhar Road, Matunga, Bombay.	Director – Foto Products Ltd.	
Shri B. L. Ghia	Behramji Mansion Sir P. M. Road, Bombay.	Director – Rubako Plastics Ltd.	
Shri S. L. Malhotra	15/74, Civil Lanes, Kanpur.	Director – S. A. M. Ltd.	
Shri P. U. Mehta	Khetwadi, 9 th Lane, Bldg. No.5, first floor, Bombay.	Partner – Universal Plastic Products	
Shri N. Bhaduri	119/2 B, Shambazar Street, Calcutta – 4.	Proprietor – India Moulding Co.	
Shri S. S. Khosla	C/o. Kay Engg. Co., Opp. Rly. Stn., Kapurthala.	Mg. Partner – Kay Engg. Co.	
Shri C. P. Harry	Parvathi Vilas Sasthamangalam, Trivandrum.	Mg. Director The Allied Engineers Ltd.	
Shri Raj Narain	Pali Hill, Bandra, Bombay.	General Manager – Indian Plastics Ltd.	
Shri A. B. Nicholson	Augustus Villa, Hughes Road, Bombay,	NIL	

Dated this 10th of April 1947.