

**A COMPANY SETUP U/S. 42
OF THE COMPANIES ACT, 2017**

MEMORANDUM OF ASSOCIATION

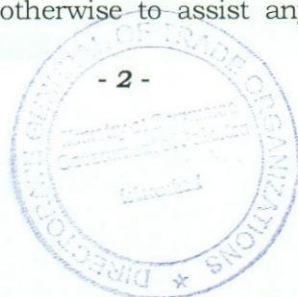
OF

**PAKISTAN DENIM MANUFACTURERS AND
EXPORTERS ASSOCIATION**

1. The name of the Association is "Pakistan Denim Manufacturers & Exporters Association"
2. The Registered Office of the Association will be situated in the Province of Sindh in Karachi.
3. The objects for which the Association is established are:
 - i. To encourage friendly feelings and unanimity amongst All The Denim Fabric Manufacturing Units.
 - ii. To admit members of the Association upon such terms and conditions as may be determined from time to time by the Managing Committee.
 - iii. To secure good relations between members of the Association.
 - iv. To advance, protect, safeguard and promote the right interests and privileges of the manufacturers and exporters of all kind of denim fabrics and to find ways and means to remove difficulties and short-coming in its trade.
 - v. To create sympathy and unity among the manufacturers and exporters in denim trade in general.
 - vi. To frame rules and regulations governing Exports and to distribute the trade of Denim Manufacturers & Exporters.
 - vii. To diffuse among its members information on all matters of interest to trade and print any kind of literature conducive to the objectives of the Association.
 - viii. To collect and circulate statistics and to collect, classify and circulate information relating to the trade, commerce and manufactures of its members.
 - ix. To take all steps which may be necessary for promoting, supporting or opposing legislative and other measures affecting the trade, commerce or manufacturing of its members.
 - x. To consider, initiate and promote improvements in the commercial law, rules or regulations and to support or oppose alterations therein and for the purpose aforesaid to make representations to government and to take such other steps and proceedings as may be deemed necessary,
 - xi. To file, prosecute or defend or concur, join, or aid in filing, prosecuting or defending any such actions, suits, applications, appeals or proceedings as the Association may think proper or conducive to the objects of the Association and to appoint Advocates and Legal Advisers therefore or for any other purpose.



- xii. To arbitrate in the settlement of disputes arising out of transactions, of piece goods, and other manufactured goods between parties willing or agreeing to submit to arbitration in accordance with the Arbitration Rules of the Association.
- xiii. To enter into any arrangement with the Federal, Provincial or Local Government or authorities that may seem conducive to the objects of the Association or any one of them; and to obtain from any such Government or authority any rights privileges and concessions and especially to endeavor to secure implementation from Government of the guaranteed privileges in respect of:
- (1) Proper consideration of their views on important issues reflecting optimum views or opinions held by trade.
 - (2) Consultation on matters affecting trade.
 - (3) Authority to issue certificates of origin, measurement, weighment etc, in accordance with requirements of the trade, and to obtain and to carry out, exercise and to comply with any such arrangements, rights, privileges and concessions, and to nominate delegates, representatives and advisors etc. to represent the Association on such Government and public Bodies.
- xiv. To co-operate and work with other recognized Associations and Chambers to become member of the Federation of Pakistan Chamber of Commerce and Industry.
- xv. To advance and promote commercial and technical education connected with the trade and commerce of its members.
- xvi. To communicate with Chambers of Commerce and other mercantile and public bodies in Pakistan and other countries of the world and concert and promote measures for the protection, advancement and promotion of International Trade and Trade Practices in Pakistan and abroad.
- xvii. To devise measures for protection of members of the Association against persons dealing with whom may be deemed prejudicial to the interest of the members of the Association generally.
- xviii. To invest the monies of the Association not immediately required in such manner as may from time to time be determined.
- xix. To borrow or raise or secure payment of monies in such manner as the Association shall think fit for the purpose or use of the Association.
- xx. To purchase, take on lease, exchange or otherwise acquire land, buildings and any other moveable properties or any rights or privileges necessary or convenient for the use of the Association.
- xxi. To construct any building or buildings on land acquired by the Association for its own use or occupation or remunerative purpose and to furnish and maintain the same and whenever necessary to alter, and or remove any such building or buildings.
- xxii. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all of any part of the properties or right of the Association.
- xxiii. To provide provident fund or superannuating fund or funds for the employees of the Association or otherwise to assist any such employees. Their widows or dependant.



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- xxiv. To sign, seal, execute and deliver all instruments, deeds, documents and writings whatsoever that may be necessary or expedient in relation to the aforesaid objects or the affairs or the Interests of the Association.
- xxv. To do all such other things as are incidental or conducive to the promotion and extension of trade and commerce.
- xxvi. To license brokers dealing with members upon such terms and conditions under- such rules as the Association may prescribe from time to time
- xxvii. The objects set forth in any of the sub-clauses herein shall not be excepted when the context expressly so require, in any way limit or restrict the term of any other clause or sub-clause.
- xxviii. The income and property of the Association whomsoever derived shall be applied solely towards the promotion of the objects of the Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise, howsoever by way of profit to the persons, who at any time, are, or have been members of the Association or to any of them or to any person claiming through any of them, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or employees of the Association or to any member thereof or other person in return for any service actually rendered to the Association or payment of interest on money borrowed from any member of the association or in fulfillment of any contract entered into by the Association.
- xxix. Every member of the Company undertakes to contribute to the assets of the Company 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 company contracted before he ceases to be a member, and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding fifty thousand rupees.
- xxx. If upon the winding up or dissolution of the Association, there remains, after the satisfaction of all the 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 institution or institutions having objects similar to the objects of the Association at or before time of dissolution and in default thereof by such judge of the High Court, as may have acquired jurisdiction in the matter.
- xxxi. No addition, alteration and amendment shall be made in the Memorandum of the Association or in the regulations contained in the Articles of the Association for the time being in force unless the same shall have been previously submitted to and approved by the Government or the authority or Securities and Exchange Commission of Pakistan appointed for the purpose.
- xxxii. It is hereby declared that:
- a) Patronage of any government or authority, express or implied, shall not be claimed unless such government or authority has signified its consent thereto in writing;
 - b) The Association shall not itself setup or otherwise engage in industrial and commercial activities;
 - c) The Association shall not pay remuneration for services or otherwise to its members, whether holding an office in the Company or not;
 - d) The Association in its all letterheads, documents, signboards and other modes of communication, shall with its name, state the phrase "A Company setup under section 42 of the Companies Act 2017" and
 - e) The Association shall comply with such conditions as may be imposed by the Commission from time to time.



**A COMPANY SETUP U/S. 42
OF THE COMPANIES ACT, 2017**

ARTICLES OF ASSOCIATION

OF

**PAKISTAN DENIM MANUFACTURERS AND
EXPORTERS ASSOCIATION**

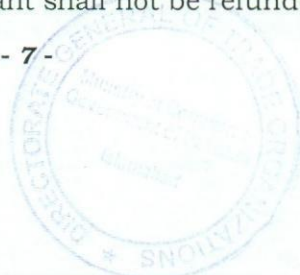
- 1) The Association is declared to consist of unlimited members engaged in the Manufacture and Export of Denim Fabric.
- 2) In these Articles, unless there be something in the subject or context inconsistent therewith:
 - a) "Act" means the Companies Act, 2017 as applicable to Pakistan or all other statutory enactment, for the time being in force, in place of the said Act or as modified by any statutory enactment, for the time being in force.
 - b) "The Association" means Pakistan Denim Manufacturers & Exporters Association.
 - c) "associate member" means a member of association which is not a body corporate or a multinational or a sales tax registered manufacturing concern or a sales-tax-registered business concern having annual turn-over of more than Rs. 50 million or above.
 - d) "corporate member" means a member of association which is either a body corporate, or a multinational corporation with its head office or branch office in Pakistan or a Sales Tax registered manufacturing concern or a sales-tax-registered business concern having annual turn-over of Rs. 50 Million or above.
 - e) "The Articles" means these Articles of Association, or such, as, may be altered by a Special Resolution of the Managing Committee of the Association and approved by the General Body or by means of a Resolution moved by a member, the text of which be made available on demand to General Members at least 21 days prior to the date of the General Body Meeting.
 - f) "The Bye-Laws" means the By-Laws of the Association for the time being in force.
 - g) "Extraordinary Resolution" shall have the meaning as is assigned to it by the Companies Act, 2017.
 - h) "The General Body" means the General Body of the Members of the Association, entitled to attend and vote at the General Meeting.
 - i) "Urgent Meeting" means a meeting of the Managing Committee called at a short notice.



- j) "Special Meeting" means a meeting of the managing committee called for a special purpose.
 - k) "General Meeting" means a meeting of the General Body' of the Association.
 - (i) "Extra-Ordinary General Meeting" means Extra-Ordinary General Meeting of General Body duly called and constituted and adjourned holding thereof.
 - l) The Chairman, Senior Vice Chairman and Vice Chairman: means the Chairman, Senior Vice Chairman and the Vice Chairman respectively for the time being of the Association;
 - m) "Sub-Committee" means any Sub-Committee constituted by General Body or Managing Committee for any purpose.
 - n) "Month" means a month reckoned according to the English calendar.
 - o) "Year" means a year from October to September.
 - p) "Ordinary Resolution" means any resolution passed at an Ordinary General Meeting by a simple majority of the voters present by show of hands, or if a poll is demanded by a simple majority of the votes given thereat.
 - q) "Person" shall include any firm, company, Association or any other body of individual, whether incorporated or not.
 - r) "The Register" means the register of members required to be kept in pursuance of the Companies Act, 2017.
 - s) "The Seal" means the seal of the Association.
 - t) "Special resolution" shall have the meaning assigned to it by the Companies Act, 2017.
 - u) "Expressions relating to "Writing" shall be construed as including printing, typewriting, lithography, photography, and all other modes of representing or reproducing words, figures and signs in a visible form.
 - v) "Denim" means any type of Denim Woven fabric made from cotton or synthetic blend Warp Yarn Dyed before Weaving.
 - w) "Words" imparting the singular also include the plural number and vice versa,
- 3) All other expressions, defined in the Articles of Association shall have the meaning assigned to them in the Companies Act, 2017.
- 4) Every Application for membership shall be made on the form as per Appendix 'A'.

MEMBERSHIP

- 5) Admission Fee has been fixed as Rs. 50,000/- per individual applicant and the Annual subscription Fee shall be Rs. 25,000/- and will be due on 31st March every year.
- 6) In case of rejection, no further application by such rejected applicant shall be entertained for a period of three months reckoned from the date of such rejection, and the fees paid by the applicant shall not be refunded.



- 7) The subscribers of the Memorandum of Association and persons admitted to membership in accordance with these Articles shall be members of the Association (the word "Persons" shall include individuals, firm or company), provided that the intending member must hold a National Tax Number.
- 8) A sole proprietorship firm or any other company or a concern shall be eligible for membership provided that a firm or company deals in relevant trade of that Association and subject to fulfill the requirement of these Articles of Association.
- 9) In case of every firm, company or other body of individuals becoming a member of the Association, they shall be represented in all matters, connected with the Association including arbitration, representative of theirs, who shall be nominated by them in that behalf in writing delivered of the Association provided always that such representative shall be either a partner, responsible member of the staff thereof.

INCIDENCE OF MEMBERSHIP

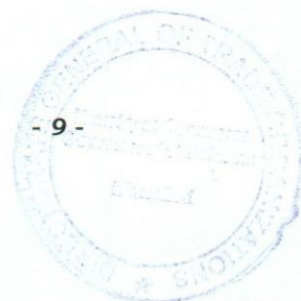
- 10) Every member of the Association shall conform to and be bound by the Articles of the Association for the time being in force-as well as the bye-laws framed from time to time in pursuance powers given under these Articles.
- 11) Members of the General Body or his duly authorized Representative shall have one vote. Voting right to the new Member will only accrue if the member has completed one year period by and his provisional Membership has been approved by-the Managing Committee is period.
- 12) Every member of the Association shall be entitled:
 - (a) To vote at all meetings of the Association on all matters coming before the General Body
 - (b) To be elected as an office bearer of the Association or as representative of Association or any public or other Body, where, on the Association be entitled to be represented or a member of any, Board or Committee or Sub-Committee of the Association
 - (c) To use the books, records and other papers received by the Association on such term and conditions and in such manner as may from time to time be prescribed by the Managing Committee.
 - (d) To all other privileges which may be conferred on the members from time to time
 - (e) All privileges and services shall be ceased if the Membership dues are not cleared as per Schedule given in Clause "5".
- 13) A member wishing to resign must give a written notice to the Secretary of the office not less than 15 days before the expiry of the period of the subscription and in default he shall be liable for the subscription of the ensuing period. No resignation from the membership shall be accepted unless the member resigning has closed all his outstanding contracts and fulfilled all obligations and liabilities that may have been incurred and existing against him.



- 14) A person shall be deemed to be disqualified from becoming or continuing as a member of the Association:
- (a) If he, having been adjudicated insolvent by any court of law, has remained undischarged
 - (b) If he is convicted of an offense involving moral turpitude by a competent court
 - (c) If a company, when it is wound up or is no more in the Denim manufacturing business.
 - (d) Renewal Fee reminder should be circulated by the Office at the latest available address of the Members with the Association in the month of February every year and Renewal Fee or subscription should be paid as follows: -
 - (i) Renewal fee will be due on 31st March every year.
 - (ii) Services will be ceased if renewal fee not paid on or before the due date.
 - (iii) Renewal fee can be paid upto 31st March without any late fee. Thereafter he will be automatically ceased to be a member without any further notice. Such Member however, can apply for fresh Membership as per Memorandum and Articles of this Association.
- 15) A member shall be liable to be fined or expelled or his rights or privileges being withdrawn for any of the following reasons, by a resolution of the Managing Committee as the case may be passed in a meeting specially convened for the purpose by 3/4 the majority of the members present who shall not be less than half of the total strength of the said Committee subject to a right of Appeal to the General Body against the decision of the said Committee:
- (a) Neglecting or refusing to submit to, abide by, or carry out any decision of the Managing Committee.
 - (b) International violation of rules and regulations and Bye-Laws of the Association.
 - (c) Failure to pay arbitration or appeal fees, or fine or penalty or any other due demand of the Association.

Such decisions shall be notified to the member concerned and he may submit his appeal within one month from the date of the receipt of such notice and such appeals shall be placed before the next meeting of the General Body, for its consideration and the decision of the General Body in appeal shall be final.

- 16) Any member resigning or who has been expelled from the membership shall not, in any way, be absolved from any liability for any dues, accrued and unpaid during the period of his membership.
- 17) There shall be two classes of memberships in the Association:



- a) a member of Association which either a body corporate or a multinational corporation with its head office or branch office in Pakistan or a sales tax registered manufacturing concern or a sales-tax-registered business concern having annual turn-over of Rs. 50 million or above shall be called "Corporate Member"; and
- b) a member of Association which is not a body corporate or a multinational or a sales-tax-registered manufacturing concern or a sales-tax-registered business concern having annual turn-over of Rs. 50 million or above shall be called "Associate Member".

18) **QUALIFICATION FOR MEMBERSHIP:**

- i. Any individual firm, company, manufacturer, exporter, trader of denim & Home textile within the relevant sector, shall be eligible for membership of the association.
- ii. The prospective member is a sole proprietorship or a partnership firm or an association of persons or a company holding national tax number and sales tax registration, if applicable, in the name of the business concern.
- iii. Any individual, firm and/or company intending to install denim fabric units are considered eligible for Provisional Membership, which will be confirmed only after the plant comes into operation.

Every candidate for membership shall be proposed by one member and seconded by another member of the Association of relevant class of proposed member.

ELECTIONS WITHIN THE ASSOCIATION:

- 19) The election of Association shall be held on annual basis as per following time frame between 1st of July to 30th of September of the year.

ANNOUNCEMENT OF ELECTION SCHEDULE:

- 20) (1) The election schedule of the Association shall be approved by the Managing Committee of the association and issued by the Secretary General.
- (2) Within two days of its approval by the Managing Committee, the election schedule shall be:
- a) displayed at the notice board of the head office and zonal offices of the association;
 - b) displayed at the website of the association; and
 - c) submitted to the Regulator of the Trade Organizations.



21) ELIGIBILITY TO VOTE:

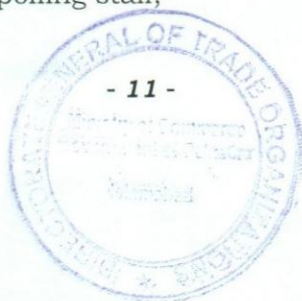
- (1) Subject to provisions of section 10 of the Trade Organizations Act, 2013, the eligibility of a member of the Association to vote at the elections of the Association shall be subject to the following conditions:
 - a) the member has completed two years of valid membership of the Association as on the date of announcement of election schedule by the Managing Committee of the Association; and
 - b) the member has fulfilled the conditions of membership and renewal thereof of the Association under rule 11 of the Trade Organizations Rules, 2013.
- (2) Every member eligible to vote shall deposit with the Secretary General, the specimen signature card along with his/her photograph indicating his/her status in the firm, company or concern. The right to vote shall be allowed only to the proprietor, partner or the director of the member of the firm or company, or a person not below the rank of General Manager authorized by the Board of Director of a public limited company or, as the case may be, a multi-national corporation.
- (3) The proprietor, partner or director of the member firm or company, concern or a person not below the rank of General Manager authorized by the Board of Directors of public limited company or a multi-national company shall be entitled to cast vote at the time of election only if his or her name has already been registered with the Secretary General and his name appears on the list of voters.

APPOINTMENT OF ELECTION COMMISSIONS:

- 22) Simultaneously with the approval of the election schedule as provided in rule 14 of the Trade Organizations Rules, 2013, the Managing Committee of the Association shall appoint an election commission subject to the following conditions namely:
 - (a) The commission comprises three members;
 - (b) The members so appointed have submitted their consent in writing to their appointment as such;
 - (c) The members of the commission, so appointed, have not held any office of the association for the preceding two years;
 - (d) The members of the commission shall not be entitled to become a candidate in the election, they are conducting;
 - (e) The members of the commission shall be independent, impartial and non-partisan; and
 - (f) The members of commission shall not canvass for any of the candidates or panels contesting the elections, they are conducting.

FUNCTION OF ELECTION COMMISSION:

- 23) The election commission shall be in charge of all arrangement connected with the conduct of elections including but not limited to:
 - (a) Appointment of polling staff;



- (b) Ensuring display of the tentative voters' list by the Secretary General for the purpose of inviting objection as provided in sub-rule (3) of rule 18 of the Trade Organizations Rules, 2013.
- (c) Examination of and decision on the objections received on the voters' list as provided in sub-rule (6) of rule 18 of the Trade Organizations Rules, 2013.
- (d) Supervision of polling process and ensuring that the polling has been conducted in an orderly, peaceful, transparent and fair manner in accordance with the provisions of the memorandum and articles of association and instructions of the Federal Government or the Regulator in this regard; and
- (e) Counting of votes and announcement of results.

24) ELECTION PROCEDURE:

- (1) The election of the association shall be conducted according to the procedure laid down in these articles of association subject to the following:-
 - (a) The election of the Managing Committee and office bearers shall be held by secret ballot,
 - (b) Neither postal ballot or proxy shall be allowed; and
 - (c) The polling shall be held simultaneously at the head office, regional offices or where the number of voters exceeds fifty at the branch offices of the Association.
Provided that where for want of space in the office premises it is not possible to establish the polling booths, the polling shall be held in a public place such as a community hall or hotel etc.
- (2) Within three days of the announcement of the election schedule member firms desiring to change their representative shall intimate changes regarding name of representative to the Secretary General along with necessary proof of eligibility.
- (3) The Secretary General of association shall display within seven days of the announcement of election schedule the list of all members eligible to vote along with their national tax number, sales tax registration number, if applicable, the name and national identity card number of their representative. The list shall be displayed at-
 - a) the notice board of the head office and regional offices of the association; and
 - b) the website of the association.
- (4) The members who have any objection to the entries in the list of voters shall send their objections in writing to the Secretary General within seven days of the issuance of the voters' list.
- (5) The Secretary General will intimate action on the objections or changes sent by members within five days from the last day under preceding clause.
- (6) Any person aggrieved by the decision of the Secretary General may make a representation, within three days to the election commission which shall decide the case within three days.



- (7) Within three days of decision by the commission or in case Commission fails to decide within the stipulated time provided in sub-rule (6) of rule 18 of the Trade Organizations Rules 2013, any person aggrieved by decision of the commission may appeal to the Regulator of the Trade Organizations who shall decide the case within 10 days and his decision in this regard shall be final.
- (8) Within two days of the decision of the Regulator the final voters' list shall be:
- (g) Displayed at the notice board of the head office and zonal offices of the association;
 - (h) Displayed at the website of the association, and
 - (i) Submitted to the Regulator.
- Provided that if no appeal has been filed to the Regulator, the final list of voters shall be displayed within fifteen days of the decision of the election commission under sub-rule (6) of rule 18 of the Trade Organizations Rules, 2013.
- (9) Within four days of the display of the final list of voters, any person who is eligible to contest the election for the vacant post, shall send his nomination duly proposed and seconded by a duly registered voter and signed by the candidate to the Secretary General.
- (10) Within twenty-four hours of receipt of nomination papers, a copy of the final list of voters shall be provided to each contesting candidate.
- (11) The nomination papers shall be scrutinized by the commission and list of candidates shall be displayed within twenty four hours of the last date of receipt of nomination papers.
- (12) The objections, if any, to the nomination of the candidates can be filed to the election commission within twenty-four hours of issuance of the list of candidates, which shall be decided by the election commission within two days.
- (13) Within two days of decision of the commission or in case the commission fails to decide within the stipulated time provided in sub-rule (12) of rule 18 of the Trade Organizations Rules, 2013, any candidate aggrieved by the decision of the commission may file an appeal to the Regulator of Trade Organizations, who shall decide within 7 days and his decision in this regard shall be final.
- (14) Within two days of the decision of the Regulator the commission shall issue final list of candidates.
Provided that if no appeal has been filed to the Regulator, the final list of candidates shall be issued within eleven days of the decision of the election commission under sub-rule (12) of rule 18 of the Trade Organizations Rules, 2013.
- (15) Within five days of display of final list of candidates, the polling of election of members of Managing Committee shall be held.
- (16) Within two days of the polling as provided in sub-rule (15) of rule 18 of the Trade Organizations Rules, 2013, any person elected as member of Managing Committee, shall send his nomination for election as an office bearer duly proposed and seconded by an elected Managing Committee member and signed by the candidate to the election commission.



- (17) The nomination papers shall be scrutinized by the Commission and list of candidates shall be displayed within 24 hours of the last date of receipt of nomination papers.
- (18) Within two days of display of final list of candidates, the polling for election of office bearers shall be held.
- (19) The final result of the election of members of Managing Committee and office bearers shall be officially announced at the annual general meeting of the Association called for this purpose within fifteen days of the date of polling under the preceding clause but not later than the 30th of September of the year.
- (20) The announcement of election results in the annual general meeting in pursuance of the preceding Article of these Articles shall be the material date for the purposes of paragraph (iii) of clause (f) of sub-section (3) of section 14 of the Trade Organizations Act, 2013.
- (21) The final election results announced in the annual general meeting shall be:
 - a) displayed at the notice board of the head office and regional offices of the Association within two days;
 - b) displayed at the website of the Association within two days; and
 - c) submitted to the Regulator within seven days.

25) CONDUCT OF ELECTIONS:

- (1) The ballot papers shall have duly numbered counterfoils and the voter shall sign or affix thumb impression thereon in the presence of polling agents of the candidates and the polling officer before the issuance of ballot papers to the voter.
- (2) It shall be the duty of the polling officer to verify the identity of the voter. The only acceptable forms of identification shall be the computerized national identity card, the original identity card issued by the association, the passport and the driving license. The polling officer shall enter the number of identification document on the counterfoil.
- (3) After comparing the signatures and photograph with the specimen signature card the polling officer shall hand over the ballot paper to the voter.
- (4) The ballot paper shall be signed by the Secretary General or an officer of the association duly authorized by the commission in this behalf and shall also be signed by the polling officer at the time when it is issued.
- (5) Once the ballot paper has been issued to a voter, he shall not be allowed to leave the polling booth, without casting in the ballot box.
- (6) Adequate arrangements shall be made to maintain the secrecy of the polls.
- (7) Proper account shall be maintained by an officer designated by the commission in respect of ballot paper including used, unused, tendered, challenged or spoiled ballot papers.
- (8) The challenged votes shall be kept in a separate sealed envelope duly signed and sealed by the polling officer.



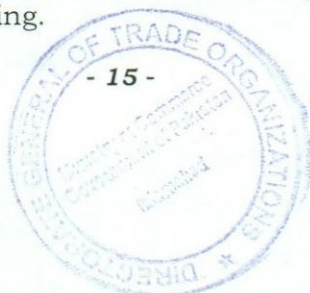
- (9) The commission or an officer designated by the commission shall decide about the challenged votes after verification of necessary information before the official announcement of the results.
- (10) No ballot paper shall be invalid for failure to have cast all votes on all seats contested for in the said election.
- (11) Counting of votes shall take place immediately after the polling hours under the supervision of polling officer in the presence of candidates or their polling agents, if any, at the designated sites.
- (12) Provisional results may be declared by the commission immediately after the counting of votes is completed.
- (13) In the event of equality of votes between two or more candidates the result shall be decided on the basis of a draw conducted by the polling officer in the presence of candidates or their polling agents and a record of the result thereof shall be made.
- (14) Having completed the counting and compilation of results, the record pertaining to the election shall be sealed and signed by the commission or any officer designated by the Commission and the Secretary General shall be handed over to the Secretary General for safe custody.
- (15) The record of elections shall be opened for inspection upon an application made in this behalf by the candidates within seven days of the date of polling and with the approval of the Regulator.

Provided that the elections will be conducted strictly according to the rules as contains in the Trade Organizations Rules, 2013. If any provision of this Memorandum and Articles of Association is in conflict with the provisions made in Trade Organizations Act, 2013 and rule made thereunder, the later shall prevail.

GENERAL MEETINGS

- 26) Annual General Meeting shall be held at the office, ordinarily in the month of September on a date and place to be fixed by the Managing Committee to transact the following business:-
 - (a) To confirm the Minutes of the last General Meeting.
 - (b) To receive and adopt the Annual Report of the Managing Committee.
 - (c) To receive and confirm the duly audited statement of accounts of the Association and to pass Budget for the ensuing year.
 - (d) To appoint an Auditor or Auditors for the year.
 - (e) To announce and confirm the election of the office-bearers, which term includes Members of the Managing Committee.

To transact such other business, notice of which may have been received 21 clear days before the date fixed for Annual or Extraordinary General Body Meeting, and of which the Secretary shall have given 21 days Notice to the members by Circular or otherwise and/or such other business as may with the permission of the Chair be placed before the Meeting.



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- 27) A special meeting of the General Body may be called by the Chairman. The nominated Acting Chairman on a resolution of the Managing Committee or on writing addressed to the Secretary by atleast 50% Members stating the object for which the meeting proposed to be called.
- 28) Such special meeting shall be called within one month including Notice period after receipt such requisition. If such meeting is not called within the said one month after the receipt of requisition, the requisitions or a majority of them in number may themselves call a meeting for object specified but not for any other object, but any such meeting shall not be held after 6 weeks including the Notice Period from the date of such requisition. Any resolution passed at any s meeting shall have the same effect as any resolution passed at a General Meeting convened in ordinary course and shall be enforced as such.
- 29) No business shall be transacted at the General Meeting unless a quorum is present, 60% of the total number of the Representatives of them present shall form the quorum.
- 30) If within half an hour from the time fixed for a meeting a quorum is not present, the meeting so called on the requisition foreside, shall be dissolved, in any other case it shall stand adjourned meeting to some other suitable time, not later than one month. For the adjourned meeting no quorum shall be necessary.
- 31) The Chairman or in his absence any Vice-Chairman shall preside at the meeting of Association, but if at any meeting neither of them be present, at the time of holding the meeting members present shall elect one out of themselves to preside on such occasions
- 32) The Chairman of the meeting may adjourn the same from time to time but no businesses shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 33) Every matter placed before a meeting shall be decided by a majority of votes of the member voting indicated by a show of hand or poll or division. In case of an equality of votes the question shall be determined by the casting vote of the Chairman.
- 34) At any General Meeting unless a poll is demanded by at least 5 members, a declaration by the Chairman that the Resolution has been carried and an entry to that effect made in the book of proceedings of the Association, shall be conclusive evidence of the fact without proof of the number of proportions of the votes recorded in favour of or against the resolution.

35) ADMINISTRATION AND MANAGEMENT OF ASSOCIATION

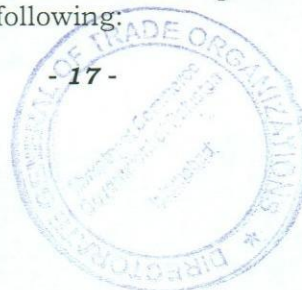
- (a) The tenure of the Chairman, Senior Vice Chairman, Vice Chairman and Treasurer will be one year and after the lapse of this period, the office of Chairman, Senior Vice Chairman, Vice Chairman will go through new election in the Managing Committee.
- (b) The members shall be entitled to elect only such number of representatives from among themselves as is fixed for them for representation on the Managing Committee.
- (c) An Association shall comprise a Chairman, Senior Vice Chairman, Vice-Chairman, Managing Committee and a General Body;



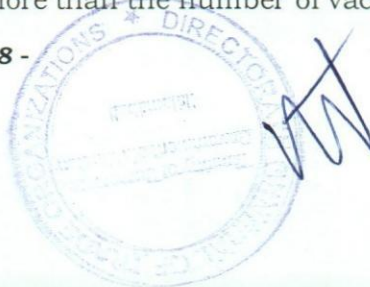
Provided that the association have more than one Vice-Chairman as provided in the Memorandum and Articles of Association.

Provided further that Chairman and Senior Vice-Chairman of the Association shall not be from the same Province.

- (d) The members of the association shall constitute its General Body.
- (e) The General Body constituted under sub-rule (3) of rule-21 of the Trade Organizations Rules, 2013, in addition to the functions and responsibilities assigned to it in these articles of association shall, subject to the provisions of clause (c) of sub-rule (5) of rule 21 of the Trade Organizations Rules, 2013 and sub-section (7) of section 10 of the Trade Organizations Act, 2013, serve as the electoral college for election of members of Managing Committee, except for the seats reserved for women for which the electoral college shall be the Managing Committee.
- (f) The Managing Committee of the Association shall comprise persons elected by the General Body from amongst its members subject to the following namely:
 - i) There shall be a minimum of ten and a maximum of thirty seats of the Managing committee.
 - ii) At least fifty percent of the members of Managing Committee shall be from the Corporate Class.
 - iii) The electorate college for each class of members of Managing Committee shall be the members of General Body from respective class.
 - iv) In addition to the number of seats provided in clause (i), the immediate past Chairman of the Association shall be an ex-officio member of the Managing Committee without voting right.
- (g) If any seat reserved for any of the stipulated categories remains vacant, it shall not be filled with members from other category.
Provided that any seats remaining vacant in any category shall not be counted towards determination of quorum.
- (h) In the association, where the General Body comprises at least fifty percent members from Associate Class, there shall be rotation of office of the Chairman between the Associate and Corporate Members.
- (i) Where there is rotation of office of Chairman under the preceding sub-article of these Articles of Association, the Chairman and the Senior Vice-Chairman shall not be from the same class of members as provided in sub-rule (7) of rule 11 of the Trade Organizations Rules, 2013.
Provided that where there are more than one Vice –Chairman, at least one shall be from the class of members other than that of the Chairman.
- (j) The office bearers of the association shall be elected by the Managing Committee from amongst its members.
- (k) The tenure of all elected office bearers shall be one year.
- (l) The tenure of members of Managing Committee as provided in sub-rule (5) and (6) of rule 21 of the Trade Organizations Rules, 2013 shall be two years subject to the following:



- (i) fifty percent members of the Managing Committee shall retire every year;
- (ii) after the first election of the Managing Committee under the Trade Organizations Act, 2013 a draw shall be made to determine the fifty per cent members who shall retire after expiry of first year.
- (m) The tenure of office bearers of Managing Committee provided in sub-rule (7) of rule -21 of the Trade Organizations Rules, 2013, shall be one year.
- (n) On completion of the term the office bearers and members of Managing Committee shall not be eligible to contest election or co-option in any representative capacity in the association for the next one year.
Provided that the sub-rule (15) of rule-21 of the Trade Organizations Rules, 2013 shall not apply to the office bearers and members of the Managing Committee elected under the Trade Organizations Ordinance, 1961 or the Trade Organizations Ordinance, 2007.
- (o) The Association shall prepare a three years plan of activities which shall be approved by the Managing Committee following distribution amongst its members and cover among other matters the proposed future activities, finances and outcome of such activities intended by the Association during the said three year period.
- (p) The Association shall appoint a Secretary General through a Human Resources Committee formed under and consisting of three members of the Managing Committee.
- (q) The Secretary General shall in charge of the secretariat of the Association. The Association shall frame the rules and regulations for hiring and services for Secretary General and other staff.
- (r) The election process will be completed not later than 21st September and the election year will be from October 1st to September 30th.
- (s) The election shall be held by secret ballot and election of representatives shall be completed before, and announced at the Annual General Meeting of the General Body of Association.
- (t) On expiry of fixed tenure period, the Chairman, Senior Vice-Chairman, Vice Chairman and Treasurer automatically cease to be such office bearers and will handover the charge of their respective offices to the newly elected Chairman, Senior Vice-Chairman, Vice-Chairman and Treasurer. If the election have not been held, but for the purpose of continued representation they shall be treated at par with other members of such committees.
- (u) Each year the members shall elect the number of representatives required to fill vacancies caused by retirement of their representatives except that at the time of the first election to be held under the Articles they shall elect the total number of representatives as specified in these Articles.
- (v) The Chairman, Senior Vice-Chairman, Vice-Chairman elected shall be eligible for election for second term after the gap of one year.
- (w) A candidate, who desires to stand for election, must be proposed by one member seconded by another.
- (x) No member shall vote for more than the number of vacancies available.



- (y) The names of the Office Bearers of the Managing Committee shall be announced and confirmed at the Annual General Body Meeting.
- (z) Accidental error or omission to send any notice, nomination papers, etc. to any member shall not invalidate the ballot or election.
- (aa) The candidates who receive the largest number of votes shall be deemed to have been elected.
- (ab) In the event of equality of votes between two or more members the case shall be decided by drawing a lot. The members in whose favour the lot is drawn shall be declared to have been elected.
- (ac) Only one representative of a member shall be eligible to stand for election.
- (ad) Member who has not paid the subscription as per Article-14(d) before filing nomination papers shall not be eligible to stand for election.
- (ae) Every member of the Association shall be entitled to one vote PROVIDED his/her dues are cleared for membership by 30th June and his / her one year membership is completed from the date of Provisional Certificate.

FUNCTIONS AND POWERS OF THE CHAIRMAN AND THE SENIOR VICE CHAIRMAN.

- 36) Chairman: (Chairman means the Chief Executive of the Association.)
- 37) He shall be ex-officio Chairman of every meeting of the Managing Committee and of all other committees and Sub-Committee of which he may be elected member. He shall preside over all meetings of the General Body, including the Annual General Meeting.
- 38) He shall summon all meetings of the Managing Committee or Sub- Committees of which he is the ex-officio Chairman either at his own initiative or on the requisition of members in case of General Body, 1/3' members in case of Managing Committee and one third numbers of the members in the case of Sub-Committee.
- 39) The Chairman shall be authorized to spend in urgent cases an amount of Rs.20,000/- at his discretion over and above the approved budget to be specifically sanctioned, case, by case by the Managing Committee. The Chairman shall have to submit the preceding months accounts of all such expenses every month to the Managing Committee.
- 40) In absence of the Chairman, the Senior Vice Chairman of the Association shall act a Acting Chairman of the Association for the time being in office may delegate the Senior Vice Chairman such of his power and functions as defined in these Articles. When both (Chairman and Senior Vice Chairman) are absent, the Chairman may nominate senior Vice-Chairman or Senior member of the Managing committee to act as Chairman for the time being in his absence and delegate such of his Powers functions as he may deem fit.
 - a) Senior Vice Chairman will act as the Acting Chairman of the Managing Committee of the Association.
 - b) In case of Senior Vice Chairman's absence, he can appoint Vice Chairman or any member from the Managing Committee to act as Senior Vice Chairman in his place.



- 41) a) The Chairman shall be authorized to appoint on probationer basis any staff for Association- if the service of the probationer employee is satisfactory for 90 days, the appointment may be confirmed subject to the approval by the respective Managing Committee.
- b) The Chairman shall be authorized to suspend the services of any staff member of Association for a maximum period of 60 days This suspension will be considered in the meeting of the respective Managing Committee and if not approved shall stand automatically revoked it will not be permissible for the Chairman to suspend the same employee twice.
- 42) He shall perform such other duties as may be incidental to the office of the Chairman

FUNCTIONS OF THE SECRETARY

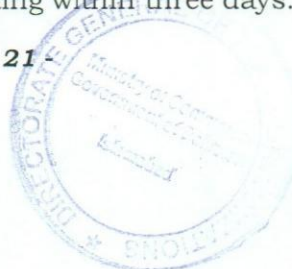
- 43) Secretary: (Secretary means Secretary General unless specifically mentioned).
- 44) The Secretary shall be the immediate Executive officer of the Association. He shall also act as the Secretary of every committee of the Association unless the resolution appointing the said Committee or Sub-Committee Provides otherwise. All employees of the Association shall be under the direct control and supervision of the secretary. He shall be incharge of all the records of Association and shall be a regular paid employee of the Association.
- 45) He shall be also In charge of all registers, books of accounts, correspondence and all the documents of the Association.
- 46) He shall keep and maintains of cause to be kept of maintained upto date all registers kept required to be kept by the Association.
- 47) He shall keep accurate minutes of all the meetings of the Association and all the committees and Sub-Committees and of the resolutions passed thereat.
- 48) He shall prepare the Annual Report and all other reports under the guidance of the respective committees or sub-committees dealing with the same.
- 49) The Secretary shall see that the resolutions of the Association and committees are duly carried out, and the accounts of the Association are regularly kept. The property of the Association of every kind shall be in his charge subject to the control of the Managing Committee and the Association. Under instructions from the Association or the Managing Committee, he shall take action on behalf of the Association for recovery of moneys due from the members as subscription or penalties imposed in conformity with the Articles and the Byelaws of the Association.
- 50) a) The Secretary in consultation with the Chairman of the Association or in his/her absence with the Senior Vice Chairman shall call-the Meetings of the General Body or Managing Committee or Sub-Committees within seven days. Generally he/she shall perform all such duties as are incidental to his/her office.



- b) On a requisition of 2/3 valid members of the Association, the Secretary shall be bound to call a meeting of the General Body within ten days of the date of deposit of such a requisition in writing with the office of the Association. On a requisition of 1/3' members of respective Managing Committees, he will call a meeting of the said Managing Committee within three days of the deposit of the requisition with the office of the Association.
- 51) In the Absence of the Secretary or in case off his/her inability to perform all or any of the duties the respective Managing Committee by majority of members shall elevate his/her or more employees of the Association or to any Managing Committee Member.

FUNCTIONS OF THE MANAGING COMMITTEE

- 52) The Managing Committee shall have the charge of all funds and property of the Association sanction spending of moneys in connection with the affairs of the Association from time to time except when the General Body directs otherwise at any meetings.
- 53) Every, member of respective Managing Committee may require the Secretary to produce to him any books, records and documents of the association for his inspection. The members should inform the Secretary General in writing and mention the purpose and observation in the register maintained and kept with the Secretary General. However no Managing Committee member shall have the right to inspect Shipping Documents of any other member of the association.
- 54) The Managing Committee elected at the Annual General Meeting of the Association shall be deemed to continue in office till election of its successors at the next Annual General Meeting.
- a) The Members elected to the Managing Committee shall continue to hold office for a period of two years subject to sub-rule (13) of rule-21 of Trade Organizations Rules 2013. PROVIDED that he/she has paid her/his membership dues every year in accordance with Clause 14(d).
- 55) Managing Committee shall meet at least once in a month at the Office of the Association.
- 56) One-third number of the members of the Managing Committee shall form a quorum at all meetings of the committee.
- 57) A notice of at least 5 days shall be given of all meetings of the Managing Committee by circular. The, Chairman or in his absence Senior Vice Chairman shall however have the power to call an urgent meeting on giving shorter notice.
- 58) If in any meeting of the Managing Committee, there is no quorum within 30 minutes from the time fixed, it shall be adjourned to the next week at the same time and day and no quorum shall bi required for a meeting of the Managing Committee so adjourned.
- 59) To call General Meeting of the Association:
- (a) 1/3rd Members, of the Managing Committee can requisite Managing Committee Meeting and such requisition shall bind the Chairman and the Secretary to call the meeting within three days.



- 60) To sanction expenditure to meet requirements over and above the approved annual budget.
- 61) To appoint sub-Committees for such purpose as the Committee may think fit and to frame rules and byelaws for the guidance of such sub-committees.
- 62) To appoint or to discharge such Legal Advisors, Surveyors, Agents, Employees as it may from time to time think fit or deem necessary and to determine their powers and duties and to fix their remuneration, salaries, wages, commission, emoluments or rights, leave, gratuity and to require security in such instances and of such amounts as they may think fit.
- 63) To defray the expenses of delegates selected and deputed by the Association to represent the Association, to safeguard its interests at the conferences or other Mercantile Associations, Chambers or Bodies in any place, in or outside Pakistan.
- 64) To waive requirements as to "Proposer" and "Seconder" or any other technical requirement for a specified period as deemed expedient in respect of any applicant or a section of applicants for membership.
- 65) To fine or expel a-member or withdraw all or any of his rights and privileges for all or any of the reasons mentioned in the foregoing clauses.
- 66) To delegate any of its powers to a Sub-Committee.
- 67) To accept resignations with effect from specified date from the office bearers of the Committee.
- 68) To delegate all or any of the powers and functions of the Secretary to one or more paid officers jointly or severally.
- 69) To purchase, take or lease or under lease, or otherwise acquire any land, building, house or other immovable property in any place as may be required or deemed necessary or expedient for the purpose of the Association.
- 70) To undertake on behalf of the Association the payment of all rents and the performance of all covenants, conditions and agreements contained in or reserved by any deed or contract of which Association may be a party, or which may have been assigned to the Association.
- 71) To commence, institute, prosecute and defend all such actions and/or suits as the Managing Committee may deem necessary or expedient on behalf of the Association and to compromise or submit to arbitration any action, suit or dispute or difference as the Managing Committee in its discretion may think fit.
- 72) To enter into any agreement upon such terms and subject to such conditions as the Managing Committee may deem desirable with any other Association or with the paid staff of the Association.
- 73) A member of the Managing Committee including all, office bearers shall be considered to have ceased to be a member if he is absent from the meetings of the Managing Committee for three consecutive ordinary meetings without obtaining leave of absence from the Chairman or in absence from the Vice Chairmen.
A member of the Managing Committee or any office-bearer may resign from his office upon giving 15 days notice in writing to the Chairman or in his absence to the Vice chairman of his intention giving to do so. Such resignation if accepted by the Managing Committee in writing shall take effect from the date of such acceptance.



- 74) To sanction the admission and continuance of the Association as a member of any other Mercantile Association with a view to promote its objects.
- 75) All funds of the Association shall be deposited in its Own name in such bank or banks as may be selected by the Managing Committee which shall have account shall be operated in such manner and may be decided by the Managing Committee
- 76) To frame and put into effect rules, regulations and Byelaws for the office administration control of brokers. Elections, trade practices, arbitration, tribunals, appointment of umpires and appeals broads compensation allowance and remuneration of the embers or office-bearers for their service in of the objects of the Association regulations and bye-laws for the their services to the Association and for all such purposes as are conducive to the promotion of the objects of the Association and in like manner to rescind, add or alter such rules, regulations and bye-laws for the time being it.

FUNCTIONS AND POWERS OF THE SUB-COMMITTEES

- 77) A Sub-Committees may be appointed by the Managing Committee from time to time to deal with certain matters brought before the Association or the Managing Committee members, as well as members co-opted from the General Body of the Association for greater participation by the members of the Association.
- 78) A Sub-Committee shall cease to exist as soon as matters entrusted to it are finally dealt with, and its report is received or adopted by the Managing Committee. In any case Sub-Committee will automatically stand dissolved at the end of each year.
- 79) The Managing Committee shall name various Sub-Committees and such Sub-Committees will have Chairman from the members of the Managing Committee/or experience and capable members of the Association willing to take up the responsibility to devote time attention to the cause of that Sub-Committee. The respective Sub-committees shall meet at least once in each month and a report of Performance of the Sub-Committees shall be submitted to the Managing Committee for its consideration/adoption or guidance, as the case may be. The vacancy of a Sub-committee shall be filled in by the Managing Committee.
- 80) Normally one clear day' s notice shall be given for every meeting of a Sub-Committee and one third of the total number which shall not be less then two members shall constitute quorum for every meeting.

AMENDMENTS OF RESOLUTION DULY PASSED

- 81) No resolution passed by the General Body or any of the Committees shall be rescinded, modified or otherwise altered within- six months of the date of the passing thereof save and except by two third of the members of the General Body or the Committee present at the meeting of the Association or the Committee provided always that the number of those voting for annulment or modification shall be the same as required for a quorum in each case.
- 82) A no-confidence motion against any or all office bearers of or the entire Managing Committee can be moved by any member provided that the motion is supported by one third strength of the total number of registered members of the Association.



- 83) The no-confidence motion against any office bearer or members of the Managing Committee or the Governing Body can be moved in a General Meeting of the General Body and against any office bearer or member in a General Meeting of the General Body specially convened for the purpose in accordance with these Articles. Such motion shall be discussed in General Meeting specially called for the purpose with 21 days notice of the same. At such a meeting full opportunity shall be given to the office-bearer or the member(s) concerned to explain his/their position. Such no-confidence motion can be passed only, by 2/3rd majority of members present in person and voting at such a meeting.

PROPERTY AND FUNDS OF THE ASSOCIATION

- 84) All the property of the Association whether belonging to it or held by it in trust shall, unless otherwise provided by any instrument of trust made in that behalf, be vested and be continued to be vested in the Association.
- 85) All bills, note s. bonds, indemnities, Government securities of all kinds, stocks, debentures and general deeds of whatsoever nature shall be deemed to have been executed, admitted, endorsed, and completed on behalf of the Association, if they be signed jointly by the Secretary or a member of the Managing Committee specially appointed for the purpose by the Managing Committee and countersigned by the Chairman or in his absence by the Vice Chairman.
- 86) The property, capital and income of the Association hence-so-ever derived shall be applied sole Into-wards the promotion of the objects of the Association and no portion thereof shall at any time be paid by way of bonus or otherwise to members. Nothing contained herein, shall however, be deemed to be a bar to the Association paying to the members any interest on deposit received from them or any remuneration for bonfire work done by them for the Association.

ACCOUNTS AND DOCUMENTS

- 87) The Managing Committee shall cause to be maintained proper books of accounts of the transactions of the Association and of the assets and liabilities thereof, at the office of the Association and shall be in the charge of the Secretary or such other persons as the Managing Committee may from time to time direct.
- 88) Accounting year of the Association shall be closed on 30th June each year and its financial statements duly audited by a Chartered Accountant along with a list of members as on the 30th September shall be furnished to the Regulator of the Trade Organizations on or before the 31st December every year and Securities & Exchange Commission of Pakistan as per Companies Act, 2017.
- 89) No member shall have any right of inspecting any account book or document, of the Association unless fie be authorized to do so by the Managing Committee.
- 90) Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an auditor or auditors.

GENERAL

- 91) Change of office-bearers and members of Managing committee shall have no reaction on paid staff of the Association.



SEAL

- 92) The Association shall have a common seal.
- 93) The Managing Committee shall have power to provide a common seal for the Association a from time to time destroy the same and substitute a new one in its place and shall provide for the safe custody of the seal for time being.
- 94) No byelaws shall come in before the expiry of 7 days from the date of passing thereof (both days inclusive) unless otherwise decided by the Managing Committee.
- 95) The constitution may be translated into Urdu, but for the purpose of interpretation of the constitution, the English version shall be considered as authentic.
- 96) Amendments in these Articles of Association shall be effected by a resolution passed by the majority of the member present at a special or extra-ordinary General Meeting of Association convene specially for this purpose in accordance with these Articles. Provided that all amendments shall b subject to the approval of Government and shall also be made when required by Government in the public interest.
- 97) Any dispute or difference of opinion in regard to interpretation or scope of application of these Articles of Association, which cannot be resolved by the Association itself, shall be referred to the Regulator of Trade Organizations under the Trade Organization Act, 2013 and the ruling given by the Regulator shall be binding on the Association, its office-bearers and member

98) WINDING UP:

- (i) If the Association is wound up, the liquidator may with the sanction of the Special Resolution of the Managing Committee and any other sanction required by the Companies Act, 2013, divide among the members in specie or kind the whole or any part of the assets of the Association;
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon an) property to be divided as aforesaid and may determine how such division shall be carried out as between the members of the Association; and
- (iii) The liquidator- with the like sanction based the whole or any part of such assets in the trustees upon such trusts for the benefit of members of the Association as the liquidator with the like sanction thinks fit.

99) INDEMNITY:

- (i) Every member of the Managing Committee, office bearer, employee or Agent of the Association for the time being, may be indemnified, secured and harmless out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of his dealings in relation to the affairs of the Association, except those brought by the Association against him; and



- (ii) Subject to the provisions of the Companies Act, 2013, no member of the Managing Committee, or any other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member of the Managing Committee or office bearer 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 or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, with whom any monies or securities or effect shall be deposited or for any loss occasioned by any error of judgment or oversight on his part or for any loss, damage or misfortune whatever which shall happen in the execution of duties or responsibilities of his office or in relation thereto unless the same happens through his own dishonesty or inelegancy.



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

APPENDIX "A"

The Secretary,

Pakistan Denim Manufacturers & Exporters Association, Karachi.

Dear Sir,

I/ we, hereby agree, if confirmed by the Managing Committee, to become a Member of the PAKISTAN DENIM MANUFACTURERS AND EXPORTERS ASSOCIATION and undertake to conform to and be bound by the Memorandum & Articles of the Association and the Bye-Laws of ti Association that may framed from time to time. The particulars about my/ our firm/ company is as under:

- 1) Name of the Organization =
- 2) Address:
 - a) Head Office =
 - b) Registered Office =
 - c) Factory =
- 3) Telephone Nos.
 - a) Factory =
 - b) Office =
 - c) Residence =
- 4) Cable/Fax/Telex Number Address =
- 5) Year & Date of Establishment =
- 6) Names of Proprietor/Partners/Directors alongwith National Identity Card Nos & Photocopies =
- 7) Branches with address (if any) =
- 8) What kind of Denim/other made-ups your make? give details =
- 9) Give your National Tax Number =
- 10) Whether member of any other Trade Association / Chamber(s) of Commerce? If so State name and address of such Association =
- 11) Name of your Bankers with address alongwith certificate of maintaining account =
- 12) Copy of Memorandum & Articles of Company / Partnership Deed =
- 13) Authorized representative = Name : _____
 Designation: _____
 (Proprietor / Partner / Director)

I/ we, hereby, declare that I /We are Manufacturer and Exporter of Denim Fabrics.,

Specimen Signature of the Authorized Representative.

Signature of the person making the application,

Designation _____

Place _____

Date _____



PART "B"

We, the undersigned, being, the confirmed member of the PAKISTAN DENIM MANUFACTURERS AND EXPORTERS ASSOCIATION, Karachi, do respectively propose and second the above named as an applicant for Membership:

Proposer _____ Membership No. _____

Designation _____

Seconder _____ Membership No. _____

Designation _____

PART "C"
(Not to be filled in by the applicant)

Received membership Application from Messrs. _____
of _____ and their application pur before the Membership-
Scrutinizing Sub-Committee on and recommended by them _____
_____ Finally put up before the, Managing Committee and confirmed by
them on _____

Applicant firm enlisted as a confirmed member on _____
at No. and advised vide letter No. _____ dated _____

Secretary

Chairman

.....

Received an application form for Membership dated _____ duly
filled in from Messrs _____ alongwith
a cheque / cash of Rs. _____ being the Administration Fees
and the Annual Subscription for the year _____

Accountant / Cashier

Secretary



NOMINATION FORM - X (1)

To,
Dated _____

The Secretary,
Pakistan Denim Manufacturers and Exporters Association, Karachi.

Subject: Annual Election for 20_____

Dear Sir,

I, Mr. _____ Representative
(Name of Candidate)

of M/s _____ Membership No. _____ of the Pakistan
(Name of Firm)

Denim Manufacturers and Exporters Association who has been duly proposed and seconded be a candidate for election for the office of _____ as will be seen from the endorsements below, do hereby agree to serve as such, if elected, and to abide by the provisions of the Memorandum and Articles of the said Association and rules and regulations framed thereunder.

(Signature of Candidate)

I, Mr. _____ Representative
(Name of the Proposer)

of M/s. _____
(Name of Firm and Location)

Membership No. _____ of the Pakistan Denim Manufacturers and Exporters Association

Do hereby nominate Mr. _____
(Name of Nominee)

Of M/s. _____ Membership No. _____ to be a candidate for election for the office of _____ the Association.

(Signature of Proposer)



I, Mr. _____ representative
(Name of Seconder)

of M/s. _____ Membership No. _____ of the Pakistan
(Name of Firm of Seconder)

Denim Manufacturers and Exporters Association do hereby second the above proposal.

TO BE COMPLETED BY THE BOARD OF SCRUTINIZERS

We certify that we have scrutinized the above nomination and::

- (a). found it in order, and do hereby declare that the nominee is a valid candidate for the office afore-mentioned.
- (b). have not found it in order for the reason(s) stated hereunder.

Dated: _____

(Signature of Members of
Board of Scrutinizers)

**APPENDIX "B"
ARBITRATION BYE LAWS
RESOLUTION**

WHEREAS a number of representations have been made to this Association for setting up machinery for Arbitration between the parties at dispute engaged in denim manufacturer and export Trade in general and the members of the Association in particular and WHEREAS the Managing Committee is convinced of the necessity to serve the trade in this particular respect and hereby adopts the bye-laws for arbitration appended below and urges upon the trade in general and the members in particular to insert the clause #. I of the byelaws for arbitration in all their contracts in future facilitating settlement of their disputes through the medium of the Association.

Further, the Managing Committee feels that before resorting to arbitration, the trade in general and the members in particular would be advised to settle their disputes through the good offices of the Conciliation Board of the Association which would make friendly suggestion to the parties at dispute for the settlement not being so reached through the medium of the Conciliation Board, the parties shall be free to refer the matter for arbitrate



**ARBITRATION BYE-LAWS OF
PAKISTAN DENIM MANUFACTURERS AND
EXPORTERS ASSOCIATION**

Preliminary:

1) (a) All disputes shall be referred to Arbitration under these bye-laws in the following two ways-

- (ii) By an arbitration clause in a contract, or
- (iii) By special agreement called a "Submission of an existing dispute.

(b) The following standard arbitration clause may be inserted in all commercial contracts for the arbitration of future disputes:

"An claim or controversy relating to or arising out of the contract herein contained or breach thereof, shall be settled by an arbitration in accordance with the bye-laws of the Pakistan Denim Manufacturers and Exporters Association judgment upon the award rendered may be entered **in** any court having competent jurisdiction thereof

(c) The special agreement for the "Submission" of existing disputes shall be in the following form:

"We, the contracting parties, hereby agree to submit to arbitration under the Arbitration Bye-laws of the Pakistan Denim Manufacturers & Exporters Association, the following controversy:

(Cite briefly),

We further agree that the above controversy be submitted to one/three arbitrator(s) selected from the panel of Arbitrators of the Pakistan Denim Manufacturers & Exporters Association and we will abide by and perform any award rendered pursuant to this Agreement and that a judgment of the court having jurisdiction may be entered upon the award.

II) Bye-laws shall be a part of the Arbitration Agreement:

Agreement of Parties: The parties, whether members of this Association or not, shall be deemed to have made these bye-laws a part of their arbitration agreement whenever in the submission or any other written agreement they have provided for arbitration by the Association.

III) Commercial Arbitration Tribunal:

(a) Name of Tribunal: Any tribunal constituted by the parties according to these byelaws or appointed by the Association for the settlement of their disputes shall be called commercial arbitration tribunal, herein after referred to as tribunal.



- (b) The Controller of Arbitration: Whenever an arbitration shall be initiated under these bye- laws, the parties thereto shall be taken to have constituted the Association; the Controller of Arbitration with authority and obligations as prescribed in these bye-laws, the duties of the Controller of Arbitration may be carried out through the Managing Committee or a sub-Committee appointed by the Managing Committee.
 - (c) Panel of Arbitrators: The Managing Committee of the Association, as soon as after its election at the beginning of each year, shall constitute, establish and maintain a panel of arbitrators by nomination from amongst the members of the Association or expert outsiders, and the tribunal shall be chosen therefrom either, by the parties or by the sub-committee so appointed.
 - (d) Office of the Tribunal: The tribunal shall hold its session and have office at the head quarters of the Association unless otherwise assigned
- IV) Initiation under an arbitration provision in a contract: Any party may commence an arbitration by

Notice of Demand:

- (a) Giving written notice to the other party of intention to arbitrate, containing a statement summarizing the nature of the dispute, special merchandise or class of goods, any custom or Customs of trade in relation to which the dispute arises, the amount involved if any remedy sought and,
- (b) Filing with the Controller of Arbitration two copies of said notice together with two copies of the contract or such parts thereof as relate to the dispute, including the arbitration provisions.
- (c) The party upon whom the demand for arbitration is served under (a) may, if he so desires, file a statement in answer with the Controller of Arbitration within seven days after such demand in which event, he shall also send a copy of his answer to the other party. If no such answer is filed, the claim will be deemed to have been denied.
- (d) After the filing of the claim, and answer, if any, if either party desires to make any new or different claim such claim shall be filed in writing with the Controller of Arbitration and copy thereof shall be sent to the other party who shall file an answer within seven days if he so desires.

Provided, no new or different claim may be submitted after the tribunal is appointed except with the consent of the arbitrator and all other parties.

- V). Initiation under the submission:

Parties may commence arbitration under these byelaws by filing at the office of the Controller of Arbitration two copies of the written agreement (submission) to arbitrate duly signed by the parties and containing particulars as in IV (a).



VI). Appointment of Arbitrator:

- (a) Qualification: No person shall serve as an arbitrator, if he has any financial or personal interest in the result of the Arbitration unless the parties in writing waive such disqualification.
- (b) Appointment from panel: The arbitrator shall be appointed in the following manner in these cases where the parties themselves have not appointed one or provided any other agreed method of appointment.

Immediately after filing of the notice of demand under byelaw IV or the submission of the office of the Association as representing the Controller of Arbitration shall simultaneously submit to each of the parties to the dispute an identical list of persons available and willing from the panel. Each party shall have seven days to examine the list to select one name and return the list. If each party selects a different name a third arbitrator shall be appointed by the Controller of Arbitration. If any party or both fail to return the list within 1' time specified all persons named therein shall be deemed acceptable and a Sole Arbitration shall be appointed therefrom by the Controller and the office shall invite the acceptance of the Arbitrator to serve on the Tribunal.

- (c) Direct Appointment by parties-. if the submission or the other written agreement names an arbitrator or specifies any direct method of appointment that designation or method shall be adopted. The notice of such appointment -with name and address of such arbitrate\ion shall be filed with the Controller of Arbitration by the appointing party or parties.

If parties fail to make the appointment in the specified time, the Controller of Arbitration shall make the appointment. If no such time is specified the office shall notify the parties to make the appointment within 7 seven days. If they fail, the Controller of Arbitration shall proceed to make the appointment.

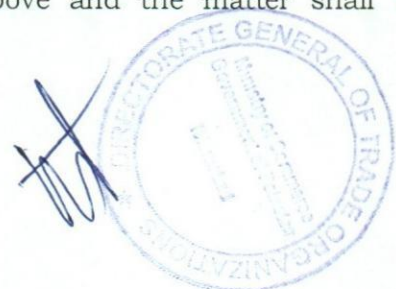
- (d) Notice of appointment to Arbitrator and Parties:

The notice of appointment shall be sent and the signed acceptance of the arbitrator shall be filed with the tribunal before the first hearing together with such notice. The office shall enclose a copy of these bye-laws and call attention to requirements of section VI (a) of and VI (e) of these bye-laws in case the appointed arbitrator is an outsider. Such copy shall be sent at the cost of the parties.

- (e) Disclosure by Arbitrator of Disqualification's:

On the receipt of notice under S. 1 2 the proposed arbitrator shall disclose any circumstance likely to create a presumption of bias against him or otherwise likely to create a presumption of bias against him or otherwise disqualifying him as an impartial arbitrator. The Secretary shall inform the parties accordingly and unless they waive the disqualification a fresh arbitrator shall be selected.

- (f) Vacancies: Vacancies shall be filled as above and the matter shall be reheard.



(VII) Procedure for Oral Hearing

- (a) Time and place: The Arbitrator shall fix the time and place for each hearing. The Initial notice shall be sent to the parties by the office atleast 7 days prior thereto.
- (b) Oaths before preceding each Arbitrator shall take an oath of office. Similarly all witnesses shall testify on oath.
- (c) Appearance of Counsel: Any party intending to appear by a counsel or an advocate shall notify to the effect the other party and shall file a copy of such notice with the Controller at least 3 days prior to the date of hearing at which the counsel or the advocate is first to appear. In case the initiation is by counsel or the reply of the other party is by counsel, no notice shall be necessary.
- (d) Record of Evidence: the evidence shall be recorded in material particulars.
- (e) Attendance at Hearings: The proceedings shall be open only to the parties, their witnesses and persons directly connected with the matter before the tribunal. The Arbitrator, however, may allow any other person to attend.
- (f) Majority decisions: Decision shall be given by majority when more than one Arbitrator forms the tribunal.
- (g) Order of preceding a hearing shall be opened by
 - (i) The filing of the oath of the Arbitrators.
 - (ii) Recording of minutes, setting forth place, time and date, the presence of the Arbitrators and parties and receipt by the Arbitrators of submission or the statement of the claim, and answer if any. A list of witnesses shall be part of the record.
 - (iii) Exhibits tendered shall be numbered and shall form part of the record.
 - (iv) The Arbitrator may, at the commencement of hearing ask for statements clarifying the issues involved.
 - (v) The complainant party shall then present his claim and proof and his witnesses who shall submit to questions. The defendant party shall then present his defense and proof and his witnesses who shall submit to questions,
- (h) Arbitration in the Absence of a party: Arbitrator may proceed in absence of a party'. Who after notice, fails to be present or fails to obtain an adjournment.
- (i) Relevancy and Materiality of Evidence: The Arbitrator shall be the sole judge of the relevancy or materiality of the evidence offered and strict conformity to legal rules of evidence may be relaxed at the discretion of the Arbitrator. The Arbitrator may receive documents and affidavits and shall be free to take expert legal advice.



VIII. Procedure for other Oral Hearing:

Waiver of oral Hearing: The Parties by written agreement may submit their dispute to Arbitration by other than oral hearing. In such a case they shall submit their respective contentions in writing including statement of facts duly sworn to together with such other proof they may wish to submit. These may be accompanied by written arguments. All documents shall be submitted within 10 days of the notice to file with copies. The tribunal shall transmit to each party a copy of the statement and proof submitted by the other party, each party may reply to the others statement and proofs but upon failure to reply within 10 days after receipt of documents, he shall be deemed to have waived the right to reply.

The office shall then transmit all proof and documents to the Arbitrators. Arbitrators shall submit such additional proof if any within 7 days from such request. Each party shall be entitled to receive copies and make reply to such additional proof.

IX Special Provisions:

- (a) Waiver of Byelaws: Any provision not complied with and not objected shall be taken as waived.
- (b) Serving of Notice: Notices shall be serving either in person or through post (Registered A/D). It will be discretion of the arbitrators to allow or disallow the adjournment demanded by a party or parties.

The Award:

- (a) Time: The award shall be rendered promptly and not later than 5 days from the least hearing or if oral hearing is waived then from the date of transmitting the final statements and proofs to the Arbitrator.
- (b) Form: The award shall be in writing signed by the Arbitrator or majority of them and in the form supplied in the schedule.
- (c) Scope: The Arbitrator in his award may grant any relief which may be deemed just and equitable (within the scope of the agreement of the parties) including specific performance of contract. He may also assess the arbitration fees and expenses in favour of any party or the Association.
- (d) Award Upon Settlement: If the parties settle their dispute during the pendency of the arbitration, the arbitrator upon their request, may set forth the terms of the agreed settlement in an award.
- (e) Notice of Compliance: For the purposes of closing the record, the office may request either party to notify the Association of compliance with the award.

XII Interpretation and Application of Bye-laws:

The Arbitrator shall interpret these Byelaws. Where there are more than one arbitrator- tile majority will prevail.



**SCHEDULE A
ADMINISTRATIVE FEES**

A fee of RS. 500/- shall be paid to the Association by each of the parties at the time of initiating the Arbitration,

Adjournment fee! RS 150/- per time payable only by the party applying for adjournment.

Apportionment of Fee: The Arbitrator may award to either party and against the other, an amount equal to the fees, or pay part thereof, which was paid by such party to the Association.

Fee when Arbitration is withdrawn: the minimum initial fee is Rs. 500/- will be nonrefundable. Expenses of witnesses for either side, shall be paid by the party producing such witnesses.

Arbitrator's Fee: Arbitrators fee shall be fixed by the controller and shall not in any case exceed Rs, 100/- per sitting and it will be charged to both the parties in addition to all other fees or expenses. Parties appointing any arbitrator from out side will bear their expenses.

**SCHEDULE B
FORM OF AWARD**

In the matter of Arbitration between

**Complaining party
Opposite Party**

Whereas in pursuance of arbitration agreement dated the _____ day of _____ 20____ between the parties above named, the Parties have referred the matters in difference between them concerning _____.

Now we/I, the said x, y, having duly considered the matters submitted to use/me, do hereby make our/my award as follows:

We /I award:-

1. That _____
2. That _____

Dated the _____ day of _____ 20

Sd /- X. Y. Arbitrator (s)

