

*Incorporated under the Companies Ordinance,
Vide license No. 23, granted by Ministry of Commerce*



**Memorandum and Articles
of Association of Constructors
Association of Pakistan (CAP)**



Licence No. 23

**GOVERNMENT OF PAKISTAN
MINISTRY OF COMMERCE**

*Renewal of license under section 6, granted under Section 3(2)(d) of
the Trade Organizations Act, 2013*

In exercise of powers conferred by Section 3 of the Trade Organizations Act, 2013 (Act No II of 2013), the Federal Government is pleased to renew the licence granted to **Constructors Association of Pakistan** as a trade organization within the meaning of clause (r) of Section 2 of the said Act. The trade organization has been granted licence as **an Association** to represent trade, commerce, industry or service or any combination thereof, in **“Construction”** sector on all Pakistan basis.

This licence, renewed w.e.f 8th May, 2019, is valid for five years up to **7th May, 2024** subject to the terms and conditions overleaf.


(RIAZ AHMAD)

Regulator of Trade Organizations

RIAZ AHMAD
Regulator of Trade Organizations
Directorate General of Trade Organization
Ministry of Commerce, Islamabad

Islamabad, the 20th September, 2021



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
LAHORE

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME
[Under section 40 of the Companies Ordinance, 1984 (XLVII of 1984)]

Company Registration No. 0038943

I hereby certify that pursuant to the provisions of section 38 or section 39 of the Companies Ordinance, 1984 (XLVII of 1984), the name of

"ALL PAKISTAN CONTRACTORS ASSOCIATION (APCA)"

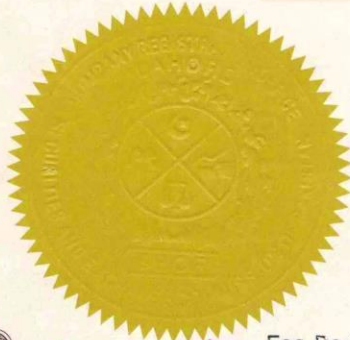
has been changed to

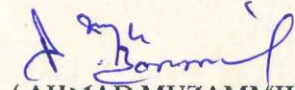
"CONSTRUCTORS ASSOCIATION OF PAKISTAN (CAP)"

and that the said company has been duly incorporated as a company limited by shares under the provisions of the said Ordinance.

This change is subject to the condition that for period of one year from the date of issue of this certificate, the company shall continue to mention its former name along with its new name on the outside of every office or place in which its business is carried on and in every document or notice referred to in clauses (a) and (c) of section 143.

Given under my hand at Lahore this 14th day of December, Two Thousand Eleven.




(AHMAD MUZAMMIL)
Additional Registrar

Fee Rs.5,000/-

No. AR47915 #16/12/11

THE COMPANIES ACT, 2017

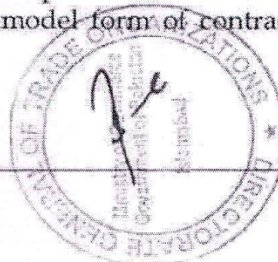
(Company Limited by Guarantee)

MEMORANDUM OF ASSOCIATION

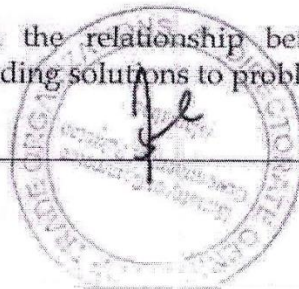
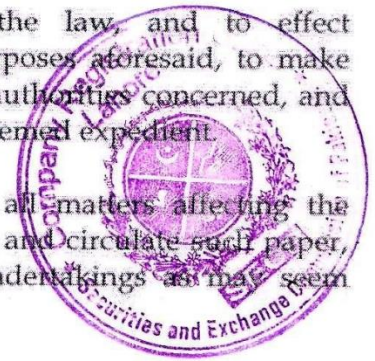
OF

CONSTRUCTORS ASSOCIATION OF PAKISTAN (CAP)

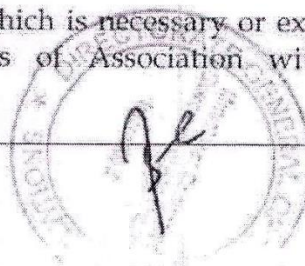
- I. The name of the Association is "Constructors Association of Pakistan (CAP)" (hereinafter called the Association).
- II. The registered office of the Association shall be situated in the Province of Punjab.
- III. The object of the Association shall be:
 1. To bring about closer contact, fellowship and co-operation among the civil, electrical and mechanical contractors engaged in the construction industry in Pakistan.
 2. To serve as a forum to enable the construction companies to confer on all issues of common interest and formulate joint strategies.
 3. To promote the construction industry and take such measures and steps as may be considered necessary for the protection of the interest of the members of the Association as construction contractors.
 4. To represent the contractors before all Governments, including various governmental authorities, agencies and non-government bodies etc. relating to the construction industry in Pakistan.
 5. To maintain a high standard of conduct, quality of work, combat against unfair practices and encourage efficiency among its members.
 6. To promote co-operation between construction contractors on the terms and conditions of contract documents upon which they will undertake the execution and maintenance of construction works.
 7. To settle and secure with government, local authorities and various other public and private bodies, the adoption in contracts for carrying out works by construction contractors of a model form of contract embodying equitable conditions.



8. To compile, collect and circulate among the Members accurate, reliable and correct information on construction development and related activities and exchange information on engineering construction technology. In compiling such information, the Association will coordinate with the Government of Pakistan and other agencies.
9. To ascertain and then to convey, collective views of members on matters concerning construction industry and the matters such as transport and infrastructure needs, import and export, security, safety, labour and industrial relations and other related facilities.
10. To confer with the organizations of architects and consulting engineers and other professional bodies and Associations in regard to all matters affecting the construction industry.
11. To originate and promote improvement in the law, and to effect improvements in administration, and for the purposes aforesaid, to make recommendations and representations before the authorities concerned, and take such other steps and proceedings as may be deemed expedient.
12. To diffuse among its Members information on all matters affecting the construction industry, and to print, publish, issue, and circulate such paper, periodicals books, circulars and other literary undertakings as may seem conducive to any of these objects.
13. To promote, improve and elevate the technical and general knowledge of persons engaged in the construction industry or in any employment, manual or otherwise, in connection therewith and with a view thereto to provide for the delivery of lectures and the holding of classes, and to test by examination or otherwise the competence of such persons, and to award certificates and distinctions and to establish scholarships, grants, rewards, benefactions, institutions pertaining to training in construction management, technology, research, construction and development of human resources.
14. To promote excellence in the standards of performance and just and honourable practice in the conduct of business and to suppress mal-practices.
15. To establish, form and maintain a library and collection of literature and other articles of interest in connection with the construction industry.
16. To develop plans for the transfer and development of suitable upstream technology with members and to arrange training programmes, courses, seminars and workshops.
17. To arrange and promote the adoption of equitable forms of contracts and other documents used in the construction industry, and encourage the settlement of disputes by arbitration, and to act as or nominate arbitrators and umpires on such terms and in such cases as may seem expedient.
18. To develop and strengthen the relationship between Government and Contractors with a view to finding solutions to problems beneficial to both.

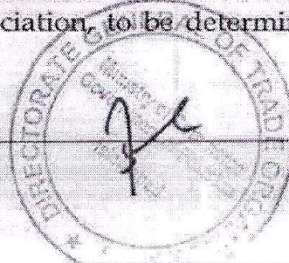


19. To render such support and assistance-legal or otherwise to members during trade disputes and in connection with questions arising in the carrying out contract obligations or settlement of claims there under as the Council may deem proper or advisable.
20. To arrange for joint working or affiliation with any other society or Association having similar objects in whole or in part to the objects of the Association.
21. To purchase, take on lease, hire, or otherwise acquire, for the purposes of the Association or as an investment of its funds, any real or personal property, and to maintain, improve, develop and dispose of the same.
22. To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise with all or any part of the property of the Association.
23. To undertake and execute any trusts which may seem to the Association conducive to any of its objects.
24. To borrow money within the limits fixed from time to time by members for the purposes of the Association.
25. To prepare annual and other periodical budgets for meeting the expenses and to make proposals to appropriate funds for the purposes.
26. To invest the moneys of the Association not immediately required upon such securities or otherwise in such manner as may from time to time be determined.
27. To open, close and operate banking accounts of Association with any bank or banks and to draw, make accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments but to act as a finance or banking company.
28. To build, construct, alter, maintain, remove or replace and to work, manage and control any buildings, offices, stores, reservoirs, and other works and conveniences which may seem calculated directly and indirectly to advance the interests of Association and to join with any other person or company in doing any of these things.
29. To promote, constitute, incorporate, form, register and operate any company or companies or other legal entities anywhere for any purpose which may seem directly or indirectly calculated to benefit Association and / or to subscribe for, take, or otherwise acquire, and hold shares, debentures or other securities of or merge, into any other company having objects altogether or in part similar to those of Association or carrying on any business capable of being conducted so as directly or indirectly to benefit, but not to act as an investment company.
30. To enter into agreement, which is necessary or expedient for the purpose of carrying on any business of Association with any individual, firm,



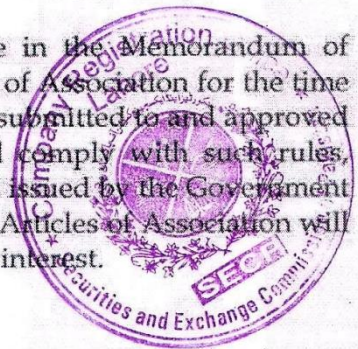
cooperative society, company, corporate body, Government or local authority and any other legal entity.

31. To employ and remunerate all officers, employees and servants of Association or any person or firm or company rendering services to Association upon such terms as Association may determine.
 32. To undertake any other activity connected with any objects of the Association, capable of being conveniently carried on in connection with these objects.
 33. To acquire, purchase, lease, rent, hire, exchange, gift, sell, transfer, convey or otherwise dispose of any moveable property, rights and privileges on such terms and conditions as Association may think necessary.
 34. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- IV. The Association shall be financed by subscriptions, donations and contributions to its funds by its members and property absolutely or upon trust for its purposes herein stated.
- V. The income and property of the Association howsoever derived shall be applied solely towards the promotion of the object of the Association as set forth in this memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise to any person or 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 officer or servant of the Association or to any member thereof or to other person in return for any services actually rendered to the Association or payment of interest on money borrowed or rent for premises demised to the Association.
- VI. The Association shall function subject to the provisions of such enactment as is made applicable to the Association by the government.
- VII. The liability of members is limited to their membership subscription.
- VIII. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up during the time he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member and all the costs, charges and expenses of winding up the same and for the adjustment of rights of contributories among themselves, such amount as may be required.
- IX. If upon winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some charitable institution or some other institution having objects similar to the objects of the Association, to be determined by the members of the



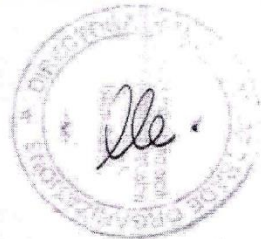
Association at or before the time of dissolution and in default by such judge of the high court as may have or acquire jurisdiction in the matter.

- X. The council of the Association shall be constituted in accordance with the articles of Association, until such appointment shall have been made, the council of the Association shall consist of the subscribers hereto.
- XI. The 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.
- XII. The territories to which the objects of the Association shall extend is whole of Pakistan.
- XIII. The Association shall be formed as public Company Limited by guarantee.
- XIV. No addition, alteration and amendment shall be made in the Memorandum of Association or in the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Corporate Law Authority. The Association shall comply with such rules, regulations and instructions as may be applicable to it and issued by the Government from time to time. Amendment to the Memorandum and Articles of Association will also be made when required by the Government in public interest.



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

Name and Surname (Present & Former) in full (in block letters)	Father's/Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Signature
1. Mr. Muhammad Yousaf Sheikh	Ghulam Nabi Sheikh	Pakistani	Contractor	75-K, Model Town, Lahore.	
2. Engr. Zafar Ullah Khan	Himmat Khan	Pakistani	Contractor	38-A-II, Gulberg-III, Lahore.	
3. Mr. Muhammad Munir	Mian Hidayat Ullah	Pakistani	Contractor	6-Bava, Park, Upper Mall Lahore.	
4. Mr. Khalid Rafique	Muhammad Rafique	Pakistani	Contractor	107-C-II, Gulberg-III, Lahore.	
5. Mr. Muhammad Shafiq Khan	Sardar Sarmat Khan	Pakistani	Contractor	72-73-B, Gulberg-II, Lahore.	
6. Mr. Muhammad Nadeem Khan	M. A. Aleem Khan	Pakistani	Contractor	13-E, Model Town, Lahore.	
7. Mr. Muhammad Akram Mughal	Muhammad Shafi Mughal	Pakistani	Contractor	16-Bundar Daa Road, White House, Lane-1, Lahore.	
8. Mr. Amanat Ullah Khan	Haji Ghulam Rasul	Pakistani	Contractor	Shad Khail Hesses 1347 Old Bahawalpur Road Multan.	
9. Sheikh Nazir Ahmed	Sheikh Miran Bakash	Pakistani	Contractor	7-Hali St. Abu Bakar Block New Garden Town, Lahore.	
10. Mr. Kamal Nasir Khan	Haji Abaid Ullah Khan	Pakistani	Contractor	10-A-3, Gulberg-III, Lahore.	
11. Mr. Muhammad Sarwar Bhatti	Khushi Muhammad Bhatti	Pakistani	Contractor	30-D-I, Model Town, Lahore.	
12. Mr. Muhammad Sadiq	Fazal Ellahi	Pakistani	Contractor	41-Ahmad Block, New Garden Town, Lahore.	
13. Mr. Muhammad Zia	S. Zia-ul-Hasan	Pakistani	Contractor	67, 24th St. Phase-V Defence Housing Authority Karachi.	
14. Mr. Muhammad Hamyun Khan	Sheikh Saadullah Khan	Pakistani	Contractor	3/1-17, South Street Phase-II, DHA, Karachi.	
15. Mr. Muhammad Bashir Mirza	Muhammad Aqueel Mirza	Pakistani	Contractor	24-B, South View Ave Defence Housing Authority Phase-II/III, Karachi.	



Contd.....

Name and Surname (Present & Former) in full (in block letters)	Father's/Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Signature
16. Mr. Ikramul Haq Siddiqui	(Late) Inamul Haq Siddiqui	Pakistani	Contractor	E-64/1, Block-VII Gulshan-e-Iqbal, Karachi.	<i>[Signature]</i>
17. Engr. M. A. Anzari	(Late) Haji Shamsher Ali	Pakistani	Contractor	B-264, Block-10 Gulshan-e-Iqbal, Karachi	<i>[Signature]</i>
18. Mr. Tariq Rasheed Khan	Col. (R) M. Rasheed Khan	Pakistani	Contractor	39/1, 24th Street, Defence Housing Authority, Phase-V Karachi.	<i>[Signature]</i>
19. Mr. Sultan Mehmood Khan	Sheikh Mirak Khan	Pakistani	Contractor	145-A 12 Allama Iqbal 54-B, Ghoman Housing Scheme, Quetta Cantt.	<i>[Signature]</i>
20. Mr. Muhammad Azam Khan	Sheikh Qasim Khan	Pakistani	Contractor	514-A, 55-Madrasa Road Quetta Cantt.	<i>[Signature]</i>
21. Sheikh Zahir Shah Khan	Sh. Mir Hassan Khan	Pakistani	Contractor	361 Tigub Road Quetta Cantt.	<i>[Signature]</i>
22. Mr. Sikandar Hayat Khattak	Shah Zaman Khattak	Pakistani	Contractor	95-Defence Office Exchange Colony, Khyber Road Peshawar Cantt.	<i>[Signature]</i>
23. Mr. Ghulam Hussain Kharal	Haji Sher Muhammad	Pakistani	Contractor	H. # 248, St. # 35, I-9/4 Islamabad.	<i>[Signature]</i>
24. Lt. Col. (R) Ch. M. Anis Ahmed	Col. (R) M. Atta Ullah	Pakistani	Contractor	58-S, Gulberg-III, Lahore	<i>[Signature]</i>
25. Mr. Muhammad Zafar	Muhammad Aslam Khan	Pakistani	Contractor	52-C-2, Gulberg-III, Lahore	<i>[Signature]</i>

Dated this 28th day of January 1998

Witness to above Signature:

Full Name:

Muhammad Yousuf Khan

Signature:

[Signature]

Occupation:

Service.

Father's/Husband's
Name in full:

Muhammad Sulaiman

Full Address:

*316-M. Model
Town, Extension*

CERTIFIED TO BE TRUE COPY
[Signature]
25/01/98
ADDITIONAL JOINT REGISTRAR OF COMPANIES
COMPANY REGISTRATION OFFICE
LAHORE



THE COMPANIES ACT, 2017

(Company Limited by Guarantee)

ARTICLES OF ASSOCIATION

OF

CONSTRUCTORS ASSOCIATION OF PAKISTAN (CAP)

1. Save as reproduced herein, the regulations in Table "C" in the First schedule to the Act, unless the same are compulsory, shall NOT apply to Association. All issues not specially stated in these Articles shall be regulated in accordance as provided under the Companies Act, 2017 or other relevant enactments for the time being.

INTERPRETATIONS

2. In these Articles, unless the context or the subject matter otherwise requires:
 - a) "All Dues" means annual subscription, any other dues and other dues;
 - b) "Any other Dues" means contributions determined by the Executive Committee for the operation of the Association;
 - c) "Articles" means the Articles of Association;
 - d) "Associate Member" means a member of the 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 less than Rs. 50 million;
 - e) "Association", "this Association", "Company" or "this Company" or "CAP" means Constructors Association of Pakistan;
 - f) "Chairman" means the Chairman of the Executive Committee elected by Executive Committee from time to time pursuant to these Articles;
 - g) "Construction Industry" means the industry relating to Construction sector;
 - h) "Construction Organisation" means the 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;



- i) "Corporate Member" means a member of the 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;
- j) "Regulator" means the Regulator of the Trade Organizations appointed by the federal government and includes an officer empowered by the federal government to perform the functions of the Regulator under the Trade Organizations Act, 2013;
- k) "Extra Ordinary General Meeting" means a General meeting other than Annual General Meeting;
- m) "General Body" means all Members of the Association;
- n) "In writing" means written or printed or partly written and partly printed or lithographed or typewritten or other substitute for writing;
- o) "Executive Committee" means the Executive Committee responsible for the management or conduct of affairs of the Association;
- p) "Member" means a member of the Association;
- q) "Member of Association" means a firm and includes a proprietorship, an association of persons, a partnership, a company or a multinational corporation, engaged in industry or services and enrolled as a member of Association;
- r) "Member of the Executive Committee" includes a Director where the Executive Committee is a Board of Directors and the Chairman, Senior Vice Chairman and Vice-Chairmen of the Association;
- s) "Memorandum" means the memorandum of the Association;
- t) "Month" means calendar month according to English Calendar;
- u) "Northern Zone" means the province of Punjab, North West Frontier province and Islamabad Capital Territory;
- v) "Office" means the registered office for the time being of the Association;
- w) "Office Bearers" means the Chairman, Senior Vice Chairman and Vice Chairmen of the Association;
- x) "Act" means the Companies Act, 2017;
- y) "Other Dues" means contributions determined by the Executive Committee for performing special tasks;
- z) "Persons" includes firms, corporations and companies as well as individuals;



- aa) "Register" means the register of members to be kept under section 119 of the Act;
- bb) "Rules" means the Trade Organizations Rules, 2013;
- cc) "Seal" in relation to the Association, means the common seal of the Association;
- dd) "Secretary General" means an individual professional full time employee of the Association who shall be in charge of the secretariat of the Association and responsible for day to day operations of the Association and in his capacity as such shall be the custodian of all record pertaining to the Association;
- ee) "Section" means section of the Ordinance;
- ff) "Southern Zone" means the province of Sindh and Baluchistan;
- gg) "The Bye-Laws" means bye-laws of the Association for the time being in force;
- hh) "Trade Ordinance" means the Trade Organizations Act, 2013;
- ii) "Vice Chairmen" means the Vice Chairmen of the Executive Committee elected by the Executive Committee from time to time pursuant to these Articles;
- jj) "Words" importing the singular shall include the plural, and vice versa;
- kk) "Words" importing the masculine gender shall include feminine and
- ll) "Words" importing persons shall include bodies corporata;
- mm) "Year" means calendar year of the English Calendar;
- nn) "Bye Laws" means Bye Laws made under these Articles in pursuance of the Trade Organizations Act and Rules of 2013 and Companies Act 2017



CAP

3. CAP aspires to coordinate the efforts of all those engaged in the construction industry for reaching the objects contained in its Memorandum. It is an Association incorporated under the provisions of Section 42 of the Companies Act, 2017. Accordingly its income and property shall be applied exclusively towards the advancement of its objects; and no portion thereof shall be paid or transferred, directly or indirectly, as dividend, bonus or otherwise, howsoever, or by way of profit to CAP members or any other person, provided that nothing herein shall prevent the payment in good faith of any sum by way of remuneration, purchase consideration, interest or return to any member of the Executive Committee or officer or servant of the CAP or to any member of the Association.

MEMBERSHIP

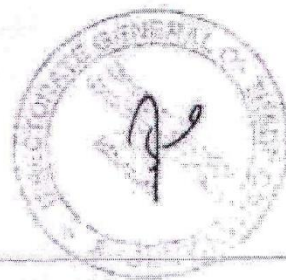
4. The Association shall consist of unlimited number of members but not below 100 (one hundred) members:



5. Association Membership shall be open to all the construction contractors operating in Pakistan which fulfil the prerequisites contained in these Articles. It shall be a requirement for membership that the member must have a registered place of business, or at least a liaison office, within Pakistan.
6. All members shall be entitled to all benefits and be bound by all the obligations of the Association's Articles and Rules, framed there under.

CLASSES OF MEMBERSHIP

7. The Association shall have two classes of membership:-
 - a) "Corporate Member" means a member of the 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;
 - b) "Associate Member" means a Member of the 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;



QUALIFICATION FOR MEMBERSHIP

8. (a) 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,
(b) The prospective member must be a holder of national tax number or sales tax registration, if applicable.
9. The prospective member has no criminal conviction.
10. It shall be a condition precedent to application for membership that the person applying agrees to be bound by these Articles of Association and each member of the Association together with his, its or their agents, managing agents, directors, managers, officers and employees shall during the period of membership be deemed to have accepted and be bound by the Articles and Rules made in this behalf that is or thereafter brought into force.

GRANT OF MEMBERSHIP

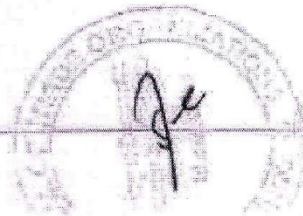
11. Association by majority vote of the Executive Committee shall admit any organization not already a member if it is in the interest of Association. New members must be formally proposed and seconded by existing members of the Association. The annual subscription shall be Rs.15,000/- (Fifteen thousand only) for "Corporate Member" and Rs.5,000/- (Five thousand only) for "Associate Member". The annual subscription may be revised by the General Body and Director General Securities and Exchange Commission of Pakistan. A member shall pay its annual subscription latest by 31st day of March.
12. The Executive Committee of the Association shall approve or reject any application for membership assigning reasons for rejection. In the case of acceptance the Executive Committee may admit the member to membership based on criteria which it may revise from time to time. In case of rejection the applicant may appeal to the General Body of the Association. A fresh application can be made after expiry of one year from the date the first application was rejected. In case of rejection of application for membership, the annual subscription paid by the applicant shall be refunded.

DURATION OF MEMBERSHIP

13. The membership shall be granted for a period of one year and shall expire on the 31st day of March every year irrespective of the date of grant of membership.

RENEWABLE OF MEMBERSHIP

14. The membership shall be renewable on annual basis subject to fulfilment of following conditions, namely: -
- payment of annual subscription not later than 31st day of March; and
 - proof of filing return of income tax and sales tax, if applicable, for the preceding year;



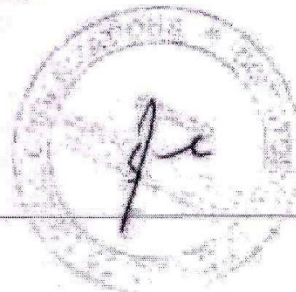
OPERATION OF ASSOCIATION

15. Association shall be operated on a no profit and no loss basis. Every member shall pay the membership contribution for each year in advance. These annual membership contribution calls shall be based on approved budget expenditure. Members shall make the contributions at the beginning of each year based on assessments made by the Executive Committee which shall not be less than Rs.10,000/- (Rupees ten thousand only) per member in the case of Corporate Member and Rs. 5,000/- (Rupees five thousand only) in the case of Associate Member. The contributions shall be retained in a revolving account which shall be used to meet the annual expenses.

Excess amounts, if any, between annual contributions received, and the expenses incurred during the year shall be retained in the revolving account for adjustment in future years. In case of expenses exceeding the membership contributions, the matter shall immediately be referred to the Executive Committee for seeking additional contributions from the Members.

DUTIES AND OBLIGATIONS OF MEMBERS

16. Every member shall have the following duties and obligations:
- To make every effort to carry out the aims and objects of the Association as set forth in the Memorandum of Association;
 - To carry out and abide by the rules and regulations of the Association as laid down in these articles or in bye-laws framed there under from time to time;
 - To submit all complaints, appeals etc., in writing to the Secretary General;
 - To pay the annual subscription and all dues of the Association under these presents regularly;
 - To bring to the notice of the Executive Committee any matter likely to cause any loss or harm to the interest of the Association in whatever manner;
 - To accept and abide by the decisions of the Executive Committee provided the decisions are not inconsistent with the provision of the Memorandum or the Articles of Association or the Trade Organisations Act, 2013 or any rules, regulations, instructions or directions issued there under;
 - To convey to the Executive Committee all information that may be considered necessary for promoting the aims and objects of the Association; and,
 - To take part in the deliberations of the meetings of the Association which he is entitled to attend and to abide by the rules framed for the conduct of the business of the meeting from time to time.



REGISTER OF MEMBERS

17. a) A register of members shall be maintained at the registered office of the Association in which be set forth the names and address of all the members, for the time being, and in which shall be recorded all changes in membership taking place from time to time. There shall also be an entry in the register indicating the nature of business carried on by each member, together with the name of the representative of the member authorised to participate in the business of the Association.
- b) Every member shall have the right to have the name of his/its representative changed from time to time provided that no such change shall be affected during the period from the date on which the final list of members and their representatives has been circulated for the purpose of the elections of Association until after holding of the elections.

RESIGNATION, REMOVAL AND EXPULSION FROM MEMBERSHIP

18. a) Any member may resign from the Association by giving 30 days notice in writing to the Executive Committee and upon expiry of the notice he shall cease to be a member.
- b) Any member who has resigned or whose name has been removed from the register or who has been expelled from the membership of the Association shall not be entitled to refund of any money paid by him to the Association.
- c) A member shall be liable to be expelled from the membership of the Association or the rights and privileges of member shall be liable to be withdrawn on any of the following reasons by a resolution of the Executive Committee passed in a meeting specially convened for the purpose by two third majority of the members present in person:
- Neglect of or refusing to submit to, abide by, or carry out a decision of the Executive Committee taken within the limits laid down in the Memorandum of Association or Articles of Association or by the Organisations Act, 2013 or any rules, regulations, instructions or directions issued there under.
 - Indulging in unethical practices or acting in a manner prejudicial to the interest of the Association.
 - Intentional violation of the rules, regulations and bye-laws of the Association.

PROVIDED that a member shall not be expelled by the Executive Committee unless he has been given an opportunity of explaining his position in writing and/or in person:

PROVIDED further that the member so expelled shall have the right to appeal within one month from the date of expulsion, to the General Body of the Association;

PROVIDED further that when such an appeal is made by the member, the Executive Committee shall arrange to convene a meeting of the General Body within 30 days



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from the date of receipt of the appeal, and the decision of the General Body in the matter shall be final.

d) A member shall cease to be a member of the Association for any of the following reasons:

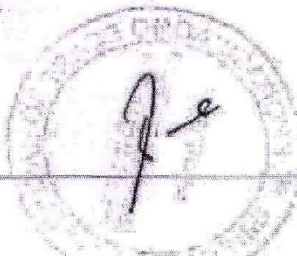
- i) If he resigns from his membership as per clause (a) above; or
- ii) If he is expelled from membership as per clause (c) above; or
- iii) If he fails to pay annual subscription at the latest by 31st day of March each year, or any other dues or other dues, despite notices for payment in this behalf.
- iv) If any change is made in the conventional or corporate name of the firm, company or corporations which substantially alters the composition of that firm, company or corporation; or
- v) In case of an individual if he is un-discharged insolvent, or if he is adjudged by competent court to be of unsound mind, or he is convicted of an offence involving moral turpitude; or
- vi) In case of a firm, when it is dissolved, or adjudged insolvent, or partners thereof are convicted of an offence involving moral turpitude; or
- vii) In the case of company or corporation, when it is wound up; or
- viii) If he closes or transfers his business to place outside Pakistan; or
- ix) If he is expelled from membership of the Association under the Trade Organisations Act, 2013 or any other laws or Acts issued from time to time in order to govern the activities of Association; or
- x) If he ceases to carry on construction business.



e) In case of an individual, his death shall terminate his membership, but in case of firm, company other corporation, death, retirement or admission of any partner or member therein shall not terminate membership which shall be deemed to continue so long as other partners or members of the firm, company or corporation continue doing business in the same name.

RE-ADMISSION OF MEMBERSHIP

19. a) A member whose name has been removed from the register due to resignation or non payment of subscription, any other dues and other dues shall be eligible for re-enrolment on payment of all dues outstanding against him subject to approval of Executive Committee.



- b) Without prejudice to any order issued under the provisions of the Trade Organisations Act, 2013, a member who has been expelled from the Association under Article 18 (c) shall not be eligible for re-admission before the expiry of the period, if any, specified in the order of expulsion or, if no such period has been specified, before the expiry of ONE YEAR from the date of expulsion.

GENERAL BODY

20. a) All Members of Association shall constitute General Body;
- b) The General Body shall be the supreme body of the Association. It shall have overall powers and control over the whole Association;
- c) The General Body shall serve as the electoral college for election of Executive Committee;
- d) All representatives, members, committees, Executive Committee members, office bearers, officers and staff of the Association shall be ultimately responsible and answerable to the General Body of the Association;
- e) All appeals shall finally lie with the General Body of the Association, whose decision on all issues shall be final and binding at all times;
- f) The General Body shall elect Executive Committee for the purpose of administration of the Association in such manner and subject to regulations and the manner as prescribed herein.

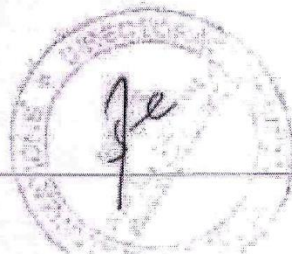
ASSOCIATION

21. CAP shall comprise General Body, Executive Committee, a Chairman, a Vice Chairman and five Vice Chairmen, one each from Punjab Province, Sindh Province, North West Frontier Province, Baluchistan Province and Islamabad Capital Territory.

PROVIDED that a person shall be eligible to represent as a Vice Chairman for such Province and Islamabad Capital territory where, he has a regular place of business and residence.

EXECUTIVE COMMITTEE

22. a) The Executive and Administration of the Association shall vest in and be carried by the Executive Committee.
- b) Members of Association shall constitute its General Body.
- c) The General Body shall serve as the electoral college for election of members of Executive Committee.



- d) The number of Executive Committee Members shall be determined by outgoing Executive Committee which shall be a minimum of ten and maximum of thirty seats of Executive Committee.
- e) At least 50% of the members of Executive Committee shall be from the Corporate Class.
- f) The Electoral College for each class of Executive Committee shall be the members of General Body from the respective class.
- g) The immediate past Chairman shall be an ex-officio member of the Executive Committee without voting right.
- h) There shall be two seats of Executive Committee reserved for Woman entrepreneurs for which the electoral college shall be the Executive Committee.
- i) If any seat reserved for any of the stipulated categories remains vacant, it shall not be filled with members from other categories.

Provided that any seats remaining vacant in any category shall not be counted towards determination of quorum.

- j) If the general body comprises at least 50% members from "Associate Class", there shall be rotation of office of Chairman between the "Associate" and "Corporate" members.
- k) Where there is rotation of office of Chairman, the Senior Vice Chairman shall not be from the same class of members. 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.
- l) The Chairman and Senior Vice Chairmen of the Association shall be elected by the Executive Committee from amongst its members.
- m) The tenure of Chairman and Senior Vice Chairman shall be one year.
- n) The tenure of members of the Executive Committee shall be two years subject to the followings: -
 - i) 50 % members of the Executive Committee shall retire every year;
 - ii) After the first election of the Executive Committee under the Trade Organizations Act, 2013, a draw shall be made to determine the fifty percent members who shall retire after expiry of first year.
- o) On completion of the term the Chairman, Vice Chairmen and members of Executive 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 this sub Article shall not apply to the Chairman and Vice Chairmen and Members of the Executive Committee, elected under the repealed Ordinance.



23. Remuneration

If any Member or Executive Committee Member, being willing, shall be called upon to perform extra services or to make any special exertions in going or temporarily residing out of Pakistan or otherwise for any of the purposes of CAP, CAP shall remunerate such Member or Executive Committee Member all expenses as may be approved by the Executive Committee.

24. Filling of Casual Vacancies

Any casual vacancy occurring on the Executive Committee may be filled up by the Executive Committee from amongst the General Body, but the person so chosen shall be subject to retirement at the same time as if he had become a Executive Committee Member on the day on which the Executive Committee Member in whose place he is chosen was last elected as Executive Committee Member.

25. Qualifications

The qualification of the Executive Committee Member shall be that he must be the Proprietor, Partner, Chief Executive, Managing Director or the Member of Construction Organization or a Person not being the General Manager duly authorized by the Board of Directors of a company or a multinational Company, as the case may be.



26. Disqualification of Executive Committee Members

No person shall become a Executive Committee Member of Association if he suffers from any of the disqualification under the provisions of law, if already a Executive Committee Member, shall cease to hold such office from the date he so becomes disqualified or;

- a) if removed by resolution of General Body as hereinafter provided; or
- b) if by notice in writing given to Association he resigns his office.

PROVIDED, however, that no Executive Committee Member shall vacate his office by reason only of his being a member of any company which has entered into contract with, or done any work for Association but such Executive Committee Member shall not vote in respect of any such contract or work, and if he does so vote, his vote shall not be counted.

27. Alternate Executive Committee Member

A Executive Committee Member may, with the approval of the Management Committee, appoint an Alternate Executive Committee Member to act for him during his absence for a period of not less than three months from Pakistan. Such appointment shall have effect and such appointee while he holds office as Alternate Executive Committee Member shall be entitled to notice of meetings and vacate office, if and when the appointer returns to Pakistan, or removes the appointee from office, and any appointment and removal under this Article shall be affected by notice in writing under the hand of the Executive Committee Member making the

sans. The assignment of office by Executive Committee Members other than the foregoing shall be subject to approval by a special resolution of Association.

28. **Removal**

Association may, by resolution in general meeting, remove any Executive Committee Member, provided that a resolution for removing a Executive Committee Member, shall not be deemed to have been passed unless the requirements of Section 163 of the Ordinance have been complied with.

ELECTIONS

29. The election of the Association shall be held on annual basis between 1st of July to 30th of September of the year.

ANNOUNCEMENT OF ELECTIONS SCHEDULE

30. (1) The election schedule of the Association shall be approved by the Executive Committee of the Association and issued by the Secretary General of the Association in the first half of July.

(2) Within two days of its approval by the Management Committee, the election schedule shall be:

- a) displayed at the notice board of the head office and regional Association;
- b) displayed at the website of the Association; and
- c) Submitted to the Regulator.



31. **Eligibility to vote**

1) The eligibility of a member of Association to vote at the elections of the Association shall be subject to 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 Executive Committee of the Association; and
- b) The member has fulfilled the conditions of membership and renewal thereof of the Association; and
- c) The member has paid all dues.
- d) Every member shall be entitled to cast one vote and shall have equal rights and privileges except as provided in these Articles.
- e) No member who has resigned or ceased to be a member or has been expelled from the Association shall be entitled to attend or vote at any meeting of the Association.



- (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 Organisation. The right to vote shall be allowed only to the Proprietor, Partner, Chief Executive, Managing Director or Director of the member Organisation or a person not below the rank of General Manager authorized by the board of directors of a Public Limited Company or, as the case may be, a Multinational 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 Multinational Company shall be entitled to cast his vote at the time of election only if name of such person has already been registered with the Secretary General and his name appears on the list of voters.

32. APPOINTMENT OF ELECTION COMMISSION

Simultaneously with the approval of the election schedule as provided in rule 16, the Executive Committee of the Association shall appoint an election commission subject to the following conditions, namely;



- a: The commission comprise 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 respective Association for the preceding two years;
- d: The member of the commission shall not be entitled to become a candidate in the election, he is 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.

33. FUNCTIONS OF ELECTION COMMISSION

The election commission shall be in charge of all arrangements 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;
- c: Examination of and decision on the objections received on the voters' list;
- 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.

34. ELECTION PROCEDURE:

- 1) The election of the trade organization shall be conducted according to the procedure laid down in the respective articles of association subject to the following:
 - a) The election of the members of Executive Committee and other officers shall be held by secret ballot;
 - b) neither postal ballot nor proxy shall be allowed; and
 - c) the polling shall be held simultaneously at the head office, regional offices 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.

- 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 trade organization shall display within seven days of the announcement of election schedule the provisional 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 the Commission fails to decide within the stipulated time provided in sub-article (6), any person aggrieved by the decision of the commission may appeal to the Director-General 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 list shall be:
 - a) displayed at the notice board of the head office and regional offices of the Association;
 - b) displayed at the website of the Association;
 - c) 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.

- 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, any candidate aggrieved by the decision of the commission may file an appeal to the Regulator, 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 the 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.

15) Within five days of display of final list of candidates, the polling for election of members of Executive Committee shall be held.

16) Within 2 days of the polling as provided in sub-article (15), any person elected as member of Executive Committee, shall send his nomination for election as office bearer duly proposed and seconded by an elected Executive 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.

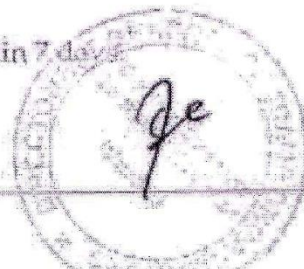
18) Within 2 days of display of final list of candidates, the polling for election of office bearers shall be held.

19) The final result of the election of members of Executive 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 September of the year.

20) The announcement of election results in the Annual General Meeting under sub rule (19) shall be the material date for the purpose of paragraph (iii) of clause (i) 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 7 days.



35. 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 of the trade organization 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 papers 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.



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- (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 elections shall be sealed and signed by the commission or any officer designated by the commission and the Secretary General and 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 the polling and with the approval of the Regulator.

The elections will be conducted strictly according to the rules as contains in trade organization rule 2013.

If any provision of this memorandum and article of association conflict with the provisions made in trade organization act, 2013 and rule made under it, the later shall prevail.

THE CHAIRMAN OF THE ASSOCIATION

36. The Chairman shall be the head of the Association. The Chairman shall have right of casting vote besides his own vote in case of tie. He shall have power to give rulings and enforce discipline. He shall perform all other functions as may be incidental to his office or assigned to him by the general body or the Executive Committee of the Association.

37. QUALIFICATION

The qualification of the Chairman shall be that he must be the Proprietor, Partner, Chief Executive, Managing Director, Director or a Person not below the rank of a General Manager duly authorized by the Board of Directors of a company, firm or a Multinational Company, as the case may be.

38. FILLING OF CASUAL VACANCIES

Any casual vacancies occurring in the office of the Chairman shall be filled by Executive Committee from amongst the Executive Committee Members, who shall hold office for the remaining term of the office of the Chairman.



THE SENIOR VICE CHAIRMEN OF THE ASSOCIATION

39. The Senior Vice Chairmen shall assist the Chairman in the performance of office duties and functions. The Senior Vice Chairmen duly authorized by the Executive Committee in the absence of the Chairman shall act as Acting Chairman and shall have the power to perform duties of the Chairman.

40. QUALIFICATION

The qualification of the Senior Vice Chairmen shall be that he must be the Proprietor, Partner, Chief Executive, Managing Director, Director or a Person not below the rank of a General Manager duly authorized by the Board of Directors of a company, firm or a Multinational Company, as the case may be.

41. FILLING OF CASUAL VACANCIES

Any casual vacancies occurring in the office of the Vice Chairmen shall be filled by Executive Committee from amongst the Executive Committee Members, who shall hold office for the remaining term of the office of the Vice Chairmen.

GENERAL BODY MEETINGS AND PROCEEDINGS

42. Annual General Meeting

A General Meeting, to be called Annual General Meeting, shall be held in accordance with the provisions of Section 158, of the Ordinance, once at least in every calendar year between 1st July and 30th September at the head office or at any place to be decided by the Executive Committee in this behalf.

43. Other Meetings

All general meetings of Association other than the Annual General Meeting shall be called Extraordinary General Meetings. The Executive Committee, if it thinks fit, may call an Extraordinary General Meeting. These meetings shall be called on such requisition as is provided by Section 159, of the Ordinance, if at any time, there are not within Pakistan sufficient Executive Committee Members capable of acting to form a quorum, any Executive Committee Member of the Association may call an Extraordinary General Meeting in the same manner as nearly as possible as that meeting be called by the Executive Committee.

44. Notice of Meetings

Twenty one (21) days' notice, at least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the time of meeting and, in case of special business, the general nature of that business, shall be given in the manner provided by the Ordinance for the general meeting, to such persons as are, under the Ordinance and the regulations of Association, entitled to receive such notices from CAP. However, in case of any emergency affecting the business of the Association, the Executive Committee may convene a general body meeting at shorter notice than twenty one days but not less than seven days subject to approval of the Registrar of the



Companies. An incidental omission to give notice to, or the non receipt of notice by, any member shall not invalidate the proceedings at any general meeting.

45. Special Business

All business shall be deemed special with the exception of the consideration of the accounts, balance sheet and the reports of the Executive Committee and auditors, the election of Executive Committee, the appointment of and the fixing of the remuneration of the auditors.

46. Quorum

No business shall be transacted at any general meeting unless a quorum of Members is present at that time when the meeting proceeds to business. One-fourth (1/4) of the total membership present in person shall constitute a quorum.

47. Effect of Quorum not being present

If quorum is not present within half an hour from the time appointed for the meeting, the meeting, if called upon the requisition of members, shall be dissolved and in any other case, it shall stand adjourned to the same day in the next week at the same time and place, and, if in the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present, being not less than Ten per cent (10%) of the total membership shall constitute a quorum.

48. Chairman of the Meeting

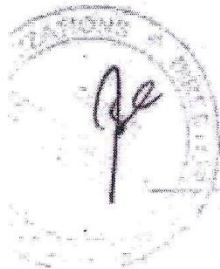
The Chairman shall preside over every general meeting of CAP. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for the meeting or is unwilling to act as Chairman, the Vice Chairman and Executive Committee Members present in the meeting may choose among themselves any one to be the Chairman of the meeting.

49. Adjournment

The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one (21) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

50. Voting

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of result of show of hands) by at least one-tenth of the total number of members present in the meeting. Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a



particular majority, or lost, an entry to that effect in the proceedings book of CAP shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

51. Demand for Poll

A poll may be demanded only in accordance with the provisions of Section 167 of the Ordinance. If a poll is duly demanded, it shall be taken in accordance with the manner laid down in Section 168 of the Ordinance and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of Chairman or on a question of adjournment shall be taken at once.

EXECUTIVE COMMITTEE MEETINGS AND PROCEEDINGS

52. The Executive Committee may meet from time to time for proper management of the affairs of Association. At least one meeting of Executive Committee shall be held in every quarter.

53. Quorum

One-third (1/3) of total members of the Executive Committee shall constitute the quorum for a meeting.

54. How to take decision

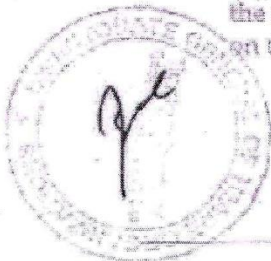
Except in the matters for which specific provisions have been made in the Ordinance or the matters so resolved by the General Body, all matters coming before the Executive Committee shall be decided by a majority of votes. In case of equality of votes, the Chairman of the meeting shall have the casting vote.

55. Resolution by Circular

A resolution by circulation circulated amongst all the members of the Executive Committee and consented by at least 75% of the total members of the Executive Committee for the time being or affirmed by them through tele fax or telex shall have the same effect and validity as a resolution of the Executive Committee duly passed at a meeting of the committee duly convened and constituted.

56. Opinion in writing

It shall be permissible for a member not residing at head office or if he is unable to attend the any meeting of the Executive Committee personally due to unavoidable circumstances, to send his/her written opinion on all or any item of the agenda of the meeting and such written opinion shall have the same effect as his personal vote on the issue or issues concerned.



57. Minutes

The Executive Committee shall cause proper minutes of all resolutions and proceedings of general meetings and of the Executive Committee and Expert Committee(s) to be kept and entered in separate minutes books and any such minutes of any meeting of the board if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be prima facie evidence of the matters stated in such minutes.

58. Requisition and notice of meeting

A Executive Committee Member may, and the Secretary General on the requisition of Executive Committee Member shall at any time, summon meeting of Executive Committee. At least seven (7) days notice (exclusive of the day on which the notice is served or deemed to be given) shall be given for a meeting of Executive Committee, provided that, if all the Executive Committee Members entitled to attend and vote at any such meeting so agree, in writing, a meeting may be held of which less than seven (7) days notice has been given.

59. Chairman of the Meeting

The Chairman of the Executive Committee shall preside over all meetings of Executive Committee. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Vice Chairmen and the Executive Committee members present in the meeting may choose among themselves any one to be the Chairman of the meeting.

60. Register of Office Bearers

The Executive Committee shall keep at its office a register containing the names and addresses and occupations and nationality of the Chairman, Senior Vice Chairman, Vice Chairmen, and members of the Executive Committee. The Executive Committee shall send to the Registrar of Companies a copy of such register and shall from time to time notify to the Registrar of any change that may take place in the names, addresses, occupation or nationality of such Chairman or members of the Executive Committee as required by the Companies Act, 2017.

61. Expert Committees

- a) The Executive Committee may constitute Expert Committee(s) and may delegate any of their powers to Expert Committee(s) consisting of such member or members of their body as they may think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any restriction that may be imposed on it by the Executive Committee, including the condition that the Committee's role will primarily be recommendatory.
- b) To begin with, CAP shall have the following Expert Committees which shall handle CAP daily affairs: -

1. Contract Conditions and Agreement Committee;
2. Finance and Taxation Committee;
3. Technical Specification Committee;

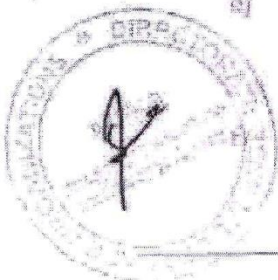


4. Schedule Rate Committee;
 5. Quality Assurance Committee;
 6. Project Development Committee; and
 7. Technical Education Committee.
- c) The Expert Committee shall have a convener who will at least be a departmental head of any member. He will chair the meetings. If at any meeting the convener is not present within fifteen minutes after the time appointed for holding the same or is unwilling to chair the meeting, then the members present may choose one of their member to be Chairman of the meeting. When occasion demands, the secretariat shall call on the convener to arrange for an Expert Committee Meeting.
- d) An Expert Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. In case of an equality of votes, the convener shall have and exercise a second or casting vote.

POWERS OF EXECUTIVE COMMITTEE

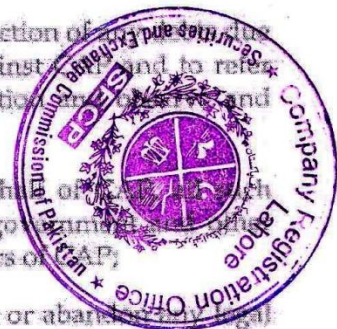
62. Without prejudice to the general powers conferred by the Act, the memorandum and these Articles, and the other powers conferred by provisions of the Companies Act, 2017, the Executive Committee shall have the following powers: -

- a) To exercise full financial and administrative control in the conduct of affairs of CAP.
 - b) To do and perform any and all acts in the name and on behalf of CAP that may be necessary or appropriate in connection with the business of CAP, but limited to, the authority to represent and communicate with any and all authorities, activities with any and all authority to execute in the name and on behalf of CAP, any and all agreements, documents and other instruments relating to the business of CAP, and the acquisition of rights and the assumption of obligations relating thereto;
 - c) To provide sufficient working staff as may be needed at terms approved by it for efficient working of the secretariat;
 - d) To delegate in writing specific portions of its foregoing authority conferred under Article 64 (7) to any person or persons whomsoever and to revoke or rescind at any time any such delegation of authority;
 - e) To take on lease, purchase or otherwise acquire for CAP any property, rights or privileges which CAP is authorised to acquire at such price and generally on such terms and conditions as they think fit;
- To appoint any person or persons to hold in trust for CAP any property, belonging to CAP or in which it is interested or for any other purposes, and



execute and do all such instruments and things as may be requisite in relation to any such trust;

- g) To sell, let, exchange or otherwise dispose off absolutely or conditionally all or any part of the property, privileges and undertaking of CAP upon such terms and conditions and for such consideration as they may think fit;
 - h) To buy or procure the supply of all systems, plant, machinery, materials, stores, fuel, implements and other moveable property required for the purposes of CAP;
 - i) To hire, terminate and dismiss the officers and other persons employed by CAP, and to fix and pay their remuneration;
 - j) To appoint any person or persons to be the attorney of CAP for such purposes and with powers, authorities and discretions, not exceeding those vested in or exercisable by the Executive Committee and subject to such conditions, as the Executive Committee may from time to time think fit;
 - k) To enter into, carry out, rescind or vary all financial arrangements with any banks, persons or corporations, for or in connection with CAP's business or affairs and pursuant to or in connection with such arrangements, to deposit, pledge or hypothecate any property of CAP or the documents representing or relating to the same;
 - l) To make and give receipts, releases and other discharges for moneys payable to CAP and for the claims and demands of CAP;
 - m) To compound and allow time for the payment or satisfaction of all debts due to or by CAP and any claims and demands by or against CAP and to refer any claims or demands by or against CAP to arbitration and to perform the awards;
 - n) To draw, accept, endorse and negotiate for or on behalf of CAP such cheques, bills of exchange, promissory notes, drafts, government securities, as shall be necessary for carrying on the affairs of CAP;
 - o) To institute, prosecute, defend, compromise, withdraw or abandon all proceedings by or against CAP or its employees or otherwise concerning the affairs of CAP;
 - p) To invest any of the moneys of CAP not immediately required for the purposes thereof upon such securities or investments and in such manner as they may think fit and from time to time to vary or realize such securities and investments;
 - q) To enter into such negotiations and contracts and rescind or vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of CAP as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of CAP;
- To insure against fire or other loss or accident all or any of the properties of CAP as the Executive Committee may from time to time think fit;

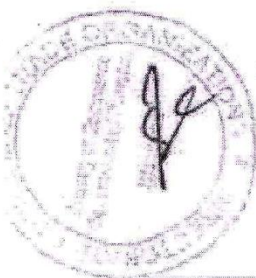


- s) To open accounts with any bank or bankers or with any Company, firm or individual and to pay money into and draw money from any such account from time to time as the Executive Committee may think fit;
- t) To determine contribution for the operation of CAP.
- u) To determine contribution for the completion of special tasks.

63.

SECRETARY GENERAL AND SECRETARIAT

1. The Association shall appoint a full time Secretary General through a human resources committee formed under and consisting of three Members of the Executive Committee.
2. The Secretary General shall be in charge of the Secretariat. The Association shall frame the rules and regulations for the hiring and service rules for Secretary General and other staff.
3. The signature of the Secretary General shall be mandatory for operation of all the single or jointly operated bank accounts of the association.
4. The termination of services of the Secretary General shall be through a resolution of the Executive Committee.
5. Any Management employee who shall directly report to the Secretary General alone shall be appointed jointly by the Secretary General and the Human Resources Committee.
6. Any other staff or professional management shall be appointed through a process to be defined in the human recourse policy of the Association.
7. The Executive Committee may from time to time entrust to and confer on the Secretary General for the time being such of the powers as may be conferred on the Executive Committee as they may think fit; and may confer these powers for such time, and to exercise for such objects and purposes, and upon such terms and conditions and with such restrictions, as they think expedient. These powers may be conferred either collaterally with, all or any of the powers of the Executive Committee in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
8. The Secretary General shall exercise such powers as delegated from time to time by the Executive Committee. He shall liaise between the Members and the Federal, Provincial and Local Governments. He shall be responsible for the smooth working of CAP; and shall exercise such command on the staff of CAP as deemed appropriate and necessary.
9. The Secretary General shall administer the finances of CAP after approval of the budget by the Executive Committee; and shall have the authority in this regard to operate within the individually sanctioned authorisations without further reference to the Executive Committee.



64. **Communication with Governments**

Representations to the Federal, Provincial and Local Governments may be made through the Chairman, Senior Vice Chairman, Vice Chairmen and Secretary General.

65. **Coordination of Expert Committees**

The Secretary General shall coordinate the work of the various Expert Committees to be appointed from time to time by the Executive Committee in accordance with these Articles.

FUNDS

66. The funds of the Association shall comprise of annual subscription, contributions, gifts, donations and grants. All money received on account of contributions, subscriptions or otherwise may be applied towards carrying out the objects of the Association.

67. All money so received shall be paid into an account with scheduled bank or banks or any other bank at the discretion of the Executive Committee in the name of the Association.

68. All expenditures shall be sanctioned by the Executive Committee and the expenses of management shall be chargeable and shall be debited to the general fund of the Association.

69. Cheques on Association's account with the bank or banks be signed by the Secretary General or such other persons as may be authorised by the Executive Committee from time to time and countersigned by a member of the Executive Committee or a panel appointed to do so by the Executive Committee.

70. So much of the funds of the Association as may not be wanted for immediate use or to meet the usual accruing liabilities shall, in the discretion of the Executive Committee be invested in any of the following:

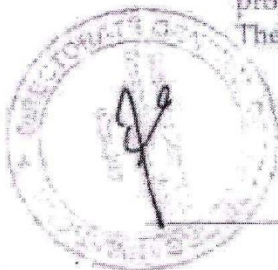
- a) In Government Securities
- b) In Listed Securities
- c) In Bank Deposit

71. The amount to the credit of any special funds shall be used by the Executive Committee only for the specific therein mentioned and not otherwise.

ACCOUNTS

72. **Books of Accounts**

The Executive Committee through the Secretary General shall cause to be kept proper books of account as required under Section 220 of the Companies Act, 2017. The accounting year of CAP will be closed on 30th June each year.



73. Place where Accounts Kept

The books of account shall be kept at the registered office or at such other place as the Executive Committee shall think fit and shall be open to inspection by the Executive Committee Members during business hours.

74. Inspection by Members

The Executive Committee Members shall from time to time determine whether and to what extent and at what time and places and under what conditions or requisitions the accounts and books or papers of CAP or any of them shall be open to the inspection of members not being Executive Committee Members. No member (not being a Executive Committee Member) shall have any right of inspection of any account and book or papers of CAP except as conferred by law or authorised by the Executive Committee or by CAP in General Meeting.

75. Presentation before AGM

The Executive Committee through the Secretary General shall as required by Section 223 and 225 of the Companies Act, 2017, cause to be prepared and to be laid before CAP in General Meeting such income and expenditure accounts and balance sheets duly audited and reports as are referred to in those sections.

76. Balance Sheet and income and expenditure account

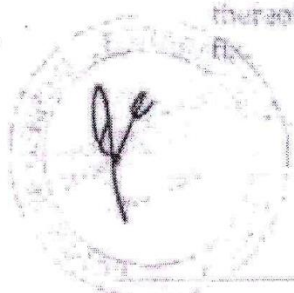
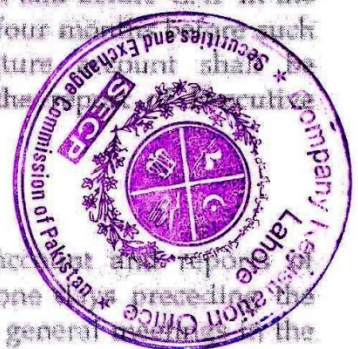
A balance sheet, income and expenditure account, and other reports referred to in the proceeding Articles shall be made out in every year and laid before CAP in the Annual General Meeting made up to a date not more than four months before such meeting. The balance sheet and income and expenditure account shall be accompanied by a report of the auditors of CAP and the report of the Executive Committee.

77. Copy of Accounts to be sent to the members

A copy of the balance sheet and income expenditure account and report of Executive Committee and auditors shall, at least twenty one days preceding the meeting, be sent to the persons entitled to receive notice of general meeting in the manner in which notices are to be given as hereinafter provided.

78. Annual Report

The Executive Committee may, at the end of its term of the office, prepare and / or publish under the signature of the Secretary General a report of the work done and the progress made by the Association during the Executive Committee's tenure of office. The report shall be placed before the Annual General Meeting for consideration and adoption and shall be published if so resolved by the Executive Committee for general information of members and the public in which case copies thereof shall be supplied to members on payment of such sum as the committee may



79. Amendments in the Articles and Memorandum of Association

1. The Association shall not rescind, amend or otherwise modify its articles or memorandum without the prior approval of the Federal Government; and
2. Amendments in the articles or memorandum can be effected at an Extra Ordinary General Meeting convened specially for this purpose in accordance with the articles. Proposal for amendments shall be passed by 3/4 majority of the members present and voting at such a meeting, provided that all amendments shall be subject to the approval of federal government.
3. The quorum for such meeting shall be 25% of total members of general body.
4. All proposals to amend articles or memorandum will first be considered by the Executive Committee of the Association.

AUDIT

80. Once at least in every year the account of the Association shall be balanced and audited and the correctness of the balance sheet ascertained by Chartered Accountants firm(s).
81. The audited accounts along with list of members as on the 31st September shall be furnished by the Association to the Regulator of the Taxation Company or before the 31st Day of December each year.

THE SEAL

82. The Executive Committee shall provide a common Seal for the Association. The Seal shall be deposited with the Secretary General and shall not be used to any document except by the Authority of the Executive Committee previously given and the Chairman for the time being and one other member of the Executive Committee, at least shall sign every instrument to which the Seal is affixed and every such instrument shall be counter signed by the Secretary General.



83. CAP Flag

The Executive Committee Members may provide for a CAP flag.

BORROWING POWERS

84. Subject to the provisions of the Ordinance, the Executive Committee may exercise all the powers of CAP to borrow money on such terms and conditions as may be acceptable to the Executive Committee Members, and to mortgage or charge its undertaking, property or any part thereof, and to issue debentures, debenture stocks, and other securities, whether outright or as security for any debt, liability or

obligation of CAP or of any third party; and to obtain finance for the purposes of CAP from banks, financial institutions or from any other institution set up by the Federal Government or by any provincial government and may secure such finance by the issue of any kind of security or obligation.

NOTICES

85. A notice may be given by CAP to any member by sending by post to it at its registered address, or by courier or by fax or by telex or by e-mail.
86. A member may give to CAP from time to time an address in Pakistan for the service of notice.
87. Where a notice is sent by post or courier, service of the notice shall have deemed to be effected by properly addressing, prepaying and posting letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

INDEMNITY

88. No Executive Committee Member or other officer of CAP shall be liable for the acts, receipts, neglect or default or any other Executive Committee Member or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to CAP through the insufficiency or deficiency of title to any property acquired by order of the Management Committee for or on behalf of CAP or through the insufficiency or deficiency of any security of investment in or upon which any of the moneys of CAP shall be invested or for any loss or damage caused by fire, theft, bankruptcy, insolvency or tortious act of any person with whom or to whom securities or effects shall be deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss, damage or expense whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his dishonesty.

SECRECY

89. Every Executive Committee Member, Manager, Expert Committee Member, Officer, Servant, Accountant or other person employed by the CAP shall if so required by the Executive Committee before entering upon his or her duties, sign a declaration pledging to observe a strict secrecy respecting all transactions of CAP with the customers and the state of accounts with individuals, matters relating thereto and shall by such declaration pledge himself/herself not to reveal any of the matters which come to his/her knowledge in the discharge of his or her duties except when required so to do by the Executive Committee or by a court of law and except so far as may be necessary in order to comply with any of the provisions herein contained.

ARBITRATION

Whenever any difference arises between CAP on the one hand, and any of the Members, or their assignees, on the other hand, touching the intent or construction or



the incidence or consequences of these presents, or to any statute affecting CAP, or to any of the affairs of CAP, then every such difference shall, as a condition precedent to any other action at law, be referred, in conformity with the Arbitration Act 1940, or any statutory modification thereof and any rules made there under, to the decision of an arbitrator to be appointed by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, of whom one shall be appointed by each of the parties in difference, or in the event of the two arbitrators not agreeing, then of an umpire to be appointed by the two arbitrators in writing before proceeding on the reference.

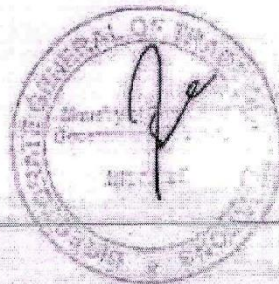
The Executive Committee may make rules, regulations and bye-laws consistent with these Articles for conducting the affairs and accomplishing the objects of the Association.

WINDING UP

92. The Association may at any time be dissolved by the consent of 75% of voting strength of members of the Association entitled to vote and voting in a meeting specially convened for the purpose of which twenty one days previous notice in writing has been given to all members specifying the intention to pass such a resolution, provided always that at such a meeting the quorum shall be 75% of the voting strength of the members.

If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association to be determined by the members of the Association at or before the time of the dissolution.





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

Name and Surname (Present & Former) in full (In block letters)	Father's/Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Signature
1. Mr. Muhammad Yousaf Sheikh	Ghulam Nabi Sheikh	Pakistani	Contractor	75-K, Model Town, Lahore.	
2. Engr. Zafar Ullah Khan	Himmat Khan	Pakistani	Contractor	38-A-II, Gulberg-III, Lahore	
3. Mr. Muhammad Munir	Mian Hidayat Ullah	Pakistani	Contractor	6-Bava Park, Upper Mall Lahore	
4. Mr. Khalid Rafique	Muhammad Rafique	Pakistani	Contractor	107-C-II, Gulberg-III, Lahore.	
5. Mr. Asad Khan	Sardar Sarmat Khan	Pakistani	Contractor	72-73-B, Gulberg-II, Lahore	
6. Mr. Muhammad Nadeem Khan	M. A. Aleem Khan	Pakistani	Contractor	13-E, Model Town, Lahore.	
7. Mr. Muhammad Akram Mughal	Muhammad Shafi Mughal	Pakistani	Contractor	16-Sundar Das Road, White House, Lane # 1, Lahore.	
8. Mr. Amanat Ullah Khan	Haji Ghulam Rasul	Pakistani	Contractor	Shadi Khail Ho... Old Bahawalpur Road Multan.	
9. Sheikh Nazir Ahmed	Sheikh Miran Bakash	Pakistani	Contractor	7-Hali St... New Garden Town, Lahore	
10. Mr. Kamal Nasir Khan	Haji Abaid Ullah Khan	Pakistani	Contractor	10-A-3, Gulberg-III, Lahore	
11. Mr. Muhammad Sarwar Bhatti	Khushi Muhammad Bhatti	Pakistani	Contractor	30-D-I, Model Town, Lahore	
12. Mr. Muhammad Sadiq	Fazal Ellahi	Pakistani	Contractor	41-Ahmad Block, New Garden Town, Lahore.	
13. Mr. Asad Khan	S. Zia-ul-Hasan	Pakistani	Contractor	67, 24th St. Phase-V Defence Housing Authority, Karachi.	
14. Mr. Muhammad Hamyun Khan	Sheikh Saadullah Khan	Pakistani	Contractor	3/1-17, South Street Phase-II, DHA, Karachi.	
15. Mr. Muhammad Bashir Mirza	Muhammad Aqueel Mirza	Pakistani	Contractor	24-B, South View Ave Defence Housing Authority Phase-II/III, Karachi.	



Contd.....

Name and Surname (Present & Former) in full (in block letters)	Father's/Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Signature
16. Mr. Ikramul Haq Siddiqui	(Late) Inamul Haq Siddiqui	Pakistani	Contractor	E-64/1, Block-10 Gulshan-e-Iqbal, Karachi.	
17. Engr. M. A. Ansari	(Late) Haji Shamsher Ali	Pakistani	Contractor	B-264, Block-10 Gulshan-e-Iqbal, Karachi.	
18. Mr. Tariq Rasheed Khan	Col. (R) M. Rasheed Khan	Pakistani	Contractor	39/1, 24th Street, Defence Housing Authority, Phase-V Karachi.	
19. Mr. Sultan Mehmood Khan	Sheikh Mirak Khan	Pakistani	Contractor	145-A/12, Allama Iqbal 54-B, Ghomen Housing Scheme, Quetta Road P.E.H. & Karachi	
20. Mr. Muhammad Azam Khan	Sheikh Qasim Khan	Pakistani	Contractor	514-A, 55-Madrasa Road Quetta	
21. Sheikh Zahir Shah Khan	Sh. Mir Hassan Khan	Pakistani	Contractor	707, Pous Road Quetta	
22. Mr. Sikandar Hayat Khattak	Shah Zaman Khattak	Pakistani	Contractor	15-Delwara Officers Colony, Pous Road Peshawar Cantonment	
23. Mr. Ghulam Hussain Kharal	Haji Sher Muhammad	Pakistani	Contractor	H. # 248, St. # 15, Jinnah Islamabad.	
24. Lt. Col. (R) Ch. M. Anis Ahmed	Col. (R) M. Anis Ahmed	Pakistani	Contractor	18-G, Gulberg-III, Lahore.	
25. Mr. Muhammad Zafar Ullah Khan	Muhammad Aslam Khan	Pakistani	Contractor	67-C-2, Gulberg-III, Lahore.	

Dated this 28th day of January 1998

Witness to above Signature:

Full Name:

Muhammad Anis Khan
25/04/2022

Father's/Husband's
Name in full:

Muhammad Anis Khan

Signature:

Occupation:

Service

Full Address:

316 - M, Model Town
Extension, Lahore.

