

জিল্লা নথি নং ১০২
জ্যোতি, কোটকি ৩
ঘৰ নথি প্রাপ্তি।

REG. NO. ০৫ DATE 14.09.25

THE COMPANIES ACT, 1994 (ACT XVIII OF 1994)

A PUBLIC COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

REG. NO. DATE.

OF

SK MOSHRIR RAHMAN
Advocate
Dhaka Judge Court, Dhaka
Notary Public For Whole of Bangladesh
Mob: 01736-831112
Email: Notarypublic019@gmail.com

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M
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SK MOSHRIR RAHMAN
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MEGHNA BANK PLC

মেঘনা
ব্যাংক
বাংলাদেশ
প্রতিষ্ঠান
(মেঘনা ভাবান)
সরকারি মেডেল
প্রতিষ্ঠানের পাত্র
স্বত্ত্বাধীন
১৯৮৮ সাল

১০/১১/২০২৪

THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)
A PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF
MEGHNA BANK PLC

1. The name of the company is **MEGHNA BANK PLC** (herein under called the Company).
2. The registered office of the Company will be situated in Bangladesh.
3. The objects for which the Company is established are:
 - 3.01. to carry on, transact, undertake and conduct the business of banking in Bangladesh and abroad as provided in Section 7 of the Bank Companies Act 1991 of Bangladesh or any amendment or replacement thereof including but is not limited to buy and sell bullion and species, deal in foreign exchange including buying and selling of foreign exchange, entering into hedging and derivative transaction and negotiating and discounting of export documents and all other matters related to foreign exchange business, arrange safe-deposit vaults and safe custody of valuables of all kinds, engage in sole and purchase of any stocks, shares or securities or for any other monetary or mercantile transaction, receive deposit from various persons, associations, trust, agencies, government, lend money with or without collaterals, leasing of any tangible and intangible assets, engage in merchant banking, underwriting, managing and distributing stocks, shares, bonds, debentures, import, permits and other securities of different companies, provide custodial services, act as financiers, promoters, capitalists, financial and monetary agents, concessionaires, brokers, financial advisors, investment banker, official liquidator and receiver, engage in Islamic shariah based banking, private banking, priority banking, trusts and also to act as executor, trustee or otherwise and to open branches or liaison offices in Bangladesh or abroad for the purpose of banking;
 - 3.02. to draw, make, accept, endorse, discount, negotiate, execute and issue bonds, debentures, preferential shares or any other securities permitted under the laws and to issue bills of exchange, promissory notes, letters of credit, traveler's cheque, circular notes, other wares and merchandise, delivery orders, other mercantile indicia or tokens, bullion, stocks and shares, guarantees, indemnities.



3.03. to borrow or raise money or secure the payments of money by creating encumbrance over the assets of the Company including but is not limited to on the undertakings of the Company;

3.04. to purchase or otherwise acquire and undertake the whole or any part of or any interest in the business, goodwill, property, contracts, agreements, rights, privileges, effects and liabilities of any other company, corporation, partnership, body, person or persons carrying on, or having ceased to carry on any business which the company is authorized to carry on upon such terms and conditions as the Company may deem fit;

3.05. to acquire, contract, maintain or alter any immovable or movable property, rights or privileges which the company may deem necessary, or convenient for the purpose of its business;

3.06. to amalgamate, merger, reconstruction with any other company engaged in similar business;

3.07. to provide for and to establish and support or aid in the establishment or support of any association, institution, fund, trust and convenience calculated to the benefit of the employees and staff, former or present and their dependents;

4. It is hereby expressly declared that the objects of the Company as specified in each of the foregoing paragraphs except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur or the name of the Company;

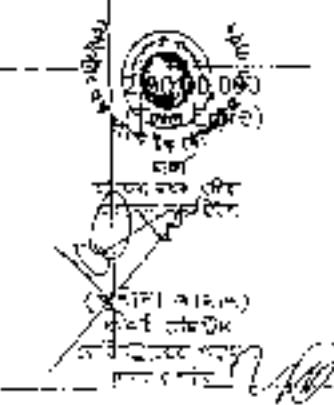
5. This Memorandum shall not be changed without prior permission from Bangladesh Bank.

6. The liability of the members is limited.

7. The authorized capital of the Company is **Tk.2000,00,00,000.00 (Taka Two Thousand crore) divided into 200,00,00,000 (Two Hundred Crore)** ordinary shares of Tk. 10/(ten) each with the rights and privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being with power to increase and reduce the capital of the Company in accordance with the Articles of Association of the Company and the law for the time being in force.



We, the undersigned persons whose names and addresses are given below are in consent of being converted into a Public Limited Company in pursuance of this Memorandum of Association and we respectively are agreeable to take the number of Shares in the Capital of the Company set opposite to our respective names.

Sl. No.	Name, address, nationality and description of subscribers	Number of Shares taken by each Subscriber	Signature of Subscribers
1.	<p>Name: Mr. H.N. Asheque Rahman M.P.</p> <p>Father: Mr. Late Abdul Rahman</p> <p>Mother: Late Mrs. Kamila Khatun</p> <p>Address: "Rehana" House - 11, Road - 7, Block H, Banani, Dhaka.</p> <p>Date of Birth: December 11, 1941</p> <p>E-mail: shman@reginii.com</p> <p>Phone: 0802 8824450</p> <p>TIN: 240-100-0977</p> <p>NID/Passport No.: 351585474327 1</p> <p>Nationality: Bangladeshi</p>	1,07,00,000 (One Crore Seven lac)	
2.	<p>Name: Mr. Abdul Alim Khan Selim</p> <p>Father: Late Mr. Abdul Halim Khan</p> <p>Mother: Mrs. Anwara Khanam</p> <p>Address: Flat C-6, Sky View Kokuli, 23, Siddeshwari Road, Dhaka.</p> <p>Date of Birth: January , 1951</p> <p>E-mail : meghnabankl@gmail.com</p> <p>Phone: 01713050104</p> <p>TIN: 015-101-2398</p> <p>NID/Passport No. : 2611429125531</p> <p>Nationality: Bangladeshi</p>	1,00,00,000 (One Crore)	
3.	<p>Name: Maj Gen Amjad Khan Chowdhury (Retd.)</p> <p>Father: Late Ali Kashem Khan Chowdhury</p> <p>Mother: Late Amatur Rahman Kishwar</p> <p>Address: House - 228, Lake Road, New DOHS, Mohakhali, Dhaka.</p> <p>Date of Birth: November 30, 1939</p> <p>E-mail: meghnabankl@gmail.com</p> <p>Phone: 0802 881969</p> <p>TIN: 256-130-0228-TU</p> <p>NID/Passport No. : 265089825 4942</p> <p>Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)	
4.	<p>Name: Legacy Fashion Limited</p> <p>Represented by: Mr. Md. Yasin Ali</p> <p>Father: Late Mr. Habib Ullah Miah</p> <p>Mother: Mrs. Anwara Begum</p> <p>Address: 1182 Jubilee Road, Chittagong.</p> <p>Date of Birth: April 10, 1962</p> <p>E-mail: yasin.ali@regentlex.com</p> <p>Phone: 031-616163</p> <p>TIN: 303-200-4391</p> <p>NID/Passport No.: 15041 164397 35</p> <p>Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)	
5.	<p>Name: Mrs. Farah Ahsan</p> <p>Father: Late M.A. Latif</p> <p>Mother: Mrs. Ayesha Begum</p> <p>Address: House - 19, Road - 120, Gulshan -1, Dhaka.</p> <p>Date of Birth: February 8, 1964</p> <p>E-mail : meghnabankl@gmail.com</p> <p>Phone: 0802 9039505</p> <p>TIN: 250 100-7955</p> <p>NID/Passport No. : 2692619-547 29</p> <p>Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)	



6.	<p>Name: Mr. Md. Kamal Uddin Father: Late Hafez Jalal Uddin Mother: Mrs. Shahanara Akhter Address: Plat- 1402, Eastern Fortune, 12/A, Eskaton Garden Road, Dhaka. Date of Birth: February 21, 1959 E-mail : meghnabank1@gmail.com Phone: 8802 8350408 TIN: 248-100-1424 NID/Passport No. : 2696653252221 Nationality: Bangladeshi</p>	4,00,00,000 (Four Crore)	
7.	<p>Name: Cassiopea Fashion Ltd. Represented by: Mr. Tanveer Ahmed Father: Mr. Manzur Murshed Mother: Mrs. Rowshon Murshed Address: House - 02, Road - 50, Gulshan-2, Dhaka Date of Birth: October 29, 1969 E-mail : meghnabank1@gmail.com Phone: 8802 8814757 TIN: 105-201-8848 NID/Passport No. : 2692619433683 Nationality: Bangladeshi</p>	2,50,00,000 (Two Crore Fifty lac)	
8.	<p>Name: Mr. Shakhwat Hossain Father: Mr. Md. Mosharraf Hossain Mother: Mrs. Nurennessa Begum Address: House - I9IB, Road - I17, Gulshan, Dhaka. Date of Birth: April 1, 1963 E-mail: chairman@paramountgroupbd.com Phone: 01711563275 TIN: 037-100-4132 NID/Passport No. : 2692619483 401 Nationality: Bangladeshi</p>	1,80,00,000 (One Crore Eighty lac)	
9.	<p>Name: Mr. Alock Kumar Das Father: Late Aboni Kumar Das Mother: Late Mrs. Shandha Rani Das Address: House - I9/B, Road - 117, Gulshan, Dhaka. Date of Birth: May 1, 1964 E-mail : stduty.free@yahoo.com Phone: 8802 8856841 TIN: 037-100-2988 NID/Passport No. : 2692619 483 402 Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)	
10.	<p>Name: Mr. Md. Ali Azim Khan Father: Md. Ashraf Ali Khan Mother: Mrs. Chan Boru Begum Address: House 178/B, Road 23, New DOHS, Mohakhali, Dhaka. Date of Birth: November 10, 1959. E-mail: meghnabank1@gmail.com Phone: 8802 8714281 TIN: 014-102-7161 NID/Passport No. : 269024381 5844 Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)	
11.	<p>Name: Mr. Alhaj Md. Lokman Hakim Father: Late Haji Moniruzzaman Sowdagor Mother: Late Anowara Begum Address: 1646 SK Mujib Road, Lokman Tower, Chittagong. Date of Birth: April 2, 1956 E-mail: ziri@bdcom.net Phone: 031-713042 TIN: 351-101-1161 NID/Passport No.: 1595511702034 Nationality: Bangladeshi</p>	<p>2,00,00,000 (Two Crore)</p> <p>মোস্তাফা সুব্রত চৌধুরী প্রাপ্তি প্রত্যয়ে (বিনো আব্দুল) মুক্তি মালী প্রকাশন প্রত্যয়ে সুব্রত চৌধুরী</p> 	

12.	<p>Name: Md. Ashiqur Rahman Taskeen Father: Mr. Md. Rahman Taskeen Mother: Mrs. Shamsunn Nabi Taskeen Address: 'Lester' House - 205, Road - 5, Khulshi Bldg, PS: Khulshi, Dist: Chittagong Date of Birth: November 18, 1976 E-mail: info@arl.com Phone: 860-3 1-255 123 1 TIN: 350-300-0604 NID/Passport No.: 159 4308137 807 Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)
13.	<p>Name: Mrs. Rehana Ashequeen Rahman Father: Late Mr. M.A. Haque Mother: Late Mrs. Khurshida Haque Address: "Rehana" House -11, Road -7, Block-H, Banani, Dhaka. Date of Birth: March 17, 1951 E-mail: rehana.rahman69@gmail.com Phone: 0802 3822330 TIN: 246-100-2208 NID/Passport No.: 19539515854743270 Nationality: Bangladeshi</p>	63,00,000 (Sixty Three lac)
14.	<p>Name: Mr. Md. Mazibur Rahman Khan Father: Late Mr. Bander Newaz Khan Mother: Late Mrs. Anwara Begum. Address: 4814 NAM Village, Road - I/A, Banani, Dhaka. Date of Birth: September 3, 1959 E-mail: mazibulkhanolympicgurment@gmail.com Phone: 8802 9896912 TIN: 420-103 0036 NID/Passport No.: 2692619564522 Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)
15.	<p>Name: Salim & Brothers Ltd. Represented by: Mr. Mohammed Mamun Salam Father: Late Mohammed Abdus Salam Mother: Mrs. Nur Jahan Salam Address: 671 Munshi Para, North Agrabad: P.S : Double Mooring, P.O- Bendar, Chittagong Date of Birth: January 3, 1966 E-mail: mamun@salimbrothers.com Phone: 09-031-751128 TIN: 340-200-1256 NID/Passport No.: 1593524210600 Nationality: Bangladeshi</p>	2,00,00,000 (Two Crore)
16.	<p>Name: Mr. M. A. Maleque Father: Late M. Abdur Gafur Mother: Late Mrs. Sufia Khatun Address: 137/4, West Monipur, Mirpur, Dhaka. Date of Birth: June 1, 1952 E-mail: meghnabank1@gmail.com Phone: 01711784878 TIN: 126-108-8754 NID/Passport No.: 26114591887 75 Nationality: Bangladeshi</p>	1,00,00,000 (One Crore)
17.	<p>Name: Mrs. Nurjan Fatema Father: Late Md. Abdul Hafiz Mother: Mrs. Lut'usse Address: House - 14, Road -5, Dharmurdhi R/A, Daka. Date of Birth: June 1, 1971 E-mail: meghnabank1@gmail.com Phone: 08-031-2527009 TIN: 385 100 5316 NID/Passport No.: 15 17 043 645 6 19 Nationality: Bangladeshi</p>	1,00,00,000 (One Crore)

1,00,00,000
 (One Crore)

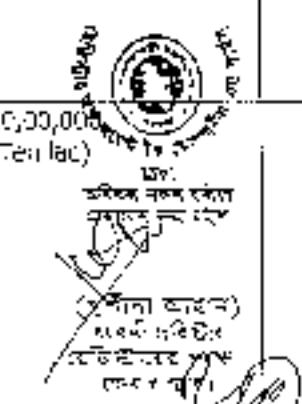
1,00,00,000
 (One Crore)

1,00,00,000
 (One Crore)



18.	Name: Mr. SM Jahangir Alam (Manik) Father: Shahid Tariqulla "Bir Bikram" Mother: Mrs. Ankurar Nessa Address: House - SE (E)-3, Road - 137, Gulshan-I, Dhaka. Date of Birth: January 14, 1968 E-mail : meghnabank1@gmail.com Phone: 8802 9884466 TIN: 155-102-5022 NID/Passport No. : 2692 619 482200 Nationality: Bangladeshi	2,00,00,000 (Two Crore)	
19.	Name: Lusaka Fashion Ltd. Represented by: Mr. Md. Saidur Rahman Sarker Father: Md. Badluzzaman Sarker Mother: Late Harejon Nessa Address: House - 10, Road - 12, Sector - 10, Uttara, Dhaka. Date of Birth: August 11, 1967 E-mail : meghnabank1@gmail.com Phone: 8802 8917370 TIN: 107-200-5630 NID/Passport No. : 27 13023 198297 Nationality: Bangladeshi	70,00,000 (Seventy lac)	
20.	Name: Mrs. Taslima Islam Father: Md. Mofizul Islam Mother: Mrs. Momotaj Begum Address: Belmond Apartment, Flat- 202, 35/A, Road - 1, Dhanmondi R/A, Dhanmondi, Dhaka. Date of Birth: March 1, 1977 E-mail: meghnabank1@gmail.com Phone: 8802 961 1585 TIN: 226-103-4662 NID/Passport No. : 59 I 568523 806 I Nationality: Bangladeshi	1,00,00,000 (One Crore)	
21.	Name: Disari Industries Pvt. Ltd Represented by: Mr. Md. Rezaul Hossain Father: Alhaj Alauddin Molla Mother: Alhaj Khairunnesa Address: House - 133, Road - 5, New DOHS, Mohakhali, Dhaka. Date of Birth: February 1, 1970 E-mail: rezaul@goldstargroupbd.com Phone: 8802 9817815 TIN: 141-200-8097 NID/Passport No. : 265089825 1893 Nationality: Bangladeshi	1,00,00,000 (One Crore)	
22.	Name: Mr. Md. Jashim Uddin Father: Late Haji Idris Mia Mother: Mrs. Tahera Begum Address: House - 14, Apt - D-01, Road - 36, PS & PO: Gulshan, Dhaka-1212. Date of Birth: January 1, 1965 E-mail: meghnabank1@gmail.com Phone: 8802 9888248 TIN: 248-100-1205 NID/Passport No. : 2692619 47 67 12 Nationality: Bangladeshi	1,00,00,000 (One Crore)	
23.	Name: Mr. Sajibe Kumar Singha Father: Badal Ranjan Singha Mother: Mrs. Dipali Singha Address: M/S. Anokul Traders, Nabi Super Market, 232 khatungonj, Chittagong. Date of Birth: September 17, 1971 E-mail : anokulsajibe@yahoo.com Phone: 880-3 1-6 1 3468 TIN: 381-102-4915 NID/Passport No. : 1 59 4 13 5 4 19253 Nationality: Bangladeshi	80,00,000 (Eight lac)	 80,00,000 (Eight lac) স্বাক্ষর স্বাক্ষর করা হয়েছে (স্বাক্ষর করা হয়েছে) স্বাক্ষর করা হয়েছে স্বাক্ষর করা হয়েছে

24.	<p>Name: Mr. Ziaul Haque Father: Dr. A. F. M. Md. Ziaul Haque Mother: Mrs. Bala Haque Address: House - 02, Road - 07, Sector - 9, Uttra Model Town, Uttra Dhaka. Date of Birth: July 23, 1973 E-mail: zhaque@moshca.com Phone: 01915474101 TIN: 039-1-14-1852 NID/Passport No.: 87 147 734457 84 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)
25.	<p>Name: Mr. Shahidul Ahsan Father: Late A.T.M. Obaidul Ullah Master Mother: Late Nur Jessa Begum Address: House - 19, Road - 120, Gulshan 1, Dhaka. Date of Birth: June 1, 1950 E-mail: info@ahsan-group.com Phone: 98601 10 TIN: 081-10-4510 NID/Passport No.: 26926194847 28 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)
26.	<p>Name: Mr. Md. Saiful Islam Father: Late Md. Aksad Ali Mother: Late Mala Begum Address: 60 Crescent Road, Dhanmondi, Dhaka. Date of Birth: March 2, 1957 E-mail: meghbank1@gmail.com Phone: 8802 7633824 TIN: 018-102-2541 NID/Passport No.: 8817 86049 1664 Nationality: Bangladeshi</p>	1,00,00,000 (One Crore)
27.	<p>Name: Mr. AKM Mostafizur Rahaman Father: Late Al-Haj Noor Mohammad Mother: Al-Haj Morital Begum Address: 3/7, Block-F, Ialmata, Dhaka. Date of Birth: August 26, 1969 E-mail: meghbank1@gmail.com Phone: 8802 9142839 TIN: 190-102-3415 NID/Passport No.: 0019454219065 Nationality: Bangladeshi</p>	35,00,000 (Thirty Five lac)
28.	<p>Name: Paramount Textile Ltd. Represented by: Mr. Biswajit Roy Father: Late Lal Mohan Roy Mother: Late Nihai Bala Roy Address: Chakader House (Level - 6), House - 22, Road - 113 J/A, Gulshan 2, Dhaka. Date of Birth: January 1, 1957 E-mail: biswajitb@paramountgroupbd.com Phone: 01730099060 TIN: 140-201-8250 NID/Passport No.: 2699035 65 46 11 Nationality: Bangladeshi</p>	20,00,000 (Twenty lac)
29.	<p>Name: Ms. Ishniam Raidah Rahaman Father: H.N. Ashiqur Rahaman Mother: Mrs. Rehana Ashiqur Rahaman Address: "Rehana" House - 11, Road - 2, Block-A, Banani, Dhaka. Date of Birth: November 8, 1991 E-mail: ishna8@gmail.com Phone: 8802 6822326 TIN: 465-111-0009 NID/Passport No.: 1591752619000123 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)



30.	<p>Name: Mr. Shahriar Imtiaj Rahman Father: Mr. Md. Habibur Rahman Mother: Mrs. Dolly Rahman Address: House - 1III2, Road - 2, Block - C, Mansurabad R/A, Dhaka. Date of Birth: December 7, 1978 E-mail: manzur@horoppa.com Phone: 01717641353 TIN: 036-101-5320 NID/Passport No.: M 11 05836 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)	
31.	<p>Name: Mr. Gazi A.Z.M. Shamim Father: Late Gazi Abdul Gani Mother: Mrs. Gazi Hosne Ara Begum Address: Flat- 2IA, House - 17, Road - 65, Gulshan-2, Dhaka. Date of Birth: Nov 21, 1953 E-mail : me.ghnabank1@gmail.com Phone: 01713148614 TIN: 220-100-3880/LTU NID/Passport No. : 26926194637 90 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)	
32.	<p>Name: Mr. Rasheq Rahman Father: H.N. Ashequr Rahman Mother: Mrs. Rehana Ashequr Rahman Address: Road - 7, Block - H, House - 11, Banani, Dhaka. Date of Birth: June 16, 1977 E-mail: rasheq@agni.com Phone: 01713010077 TIN: 246-100-4687 NID/Passport No.: 85 I 58547 43272 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)	
33.	<p>Name: Mr. Shareq Rahman Father: H.N. Ashequr Rahman Mother: Mrs. Rehana Ashequr Rahman Address: Road - 7, Block - H, House - 11, Banani, Dhaka. Date of Birth: February 4, 1971 E-mail: shareq.rahman@gmail.com Phone: 8802 8822336 TIN: 252-100-6239 NID/Passport No.: 093 62560 Nationality: Bangladeshi</p>	10,00,000 (Ten lac)	
34.	<p>Name: Mr. Bimal Kumar Chanda Father: Late Bani Madhab Chanda Mother: Late Maya Rani Chanda Address: Bramongonj, Murapara, Rupgonj, Narayangonj Date of Birth: September 8, 1956 E-mail : meghnabank1@gmail.com Phone: 8802 9567825 TIN: 041-100-4938 NID/Passport No.: 269887 7 386850 Nationality: Bangladeshi</p>	26,00,000 (Twenty Six lac)	
35.	<p>Name: Mr. Hafizur Rahman Sarker Father: Md. Badluzzaman Sarker Mother: Late Harejon Nessa Address: House - 10, Road - 12, Sector - 10, Uttara, Dhaka. Date of Birth: December 15, 1962 E-mail : meghnabank1@gmail.com Phone: 8802 8917370 TIN: 155-100-3670 NID/Passport No. : 27 13023 197 832 Nationality: Bangladeshi</p>	1,00,00,000 (One Crore)   (স্বাক্ষর করা আছে) স্বাক্ষর করা আছে মেগ্নাবেঙ্ক লিমিটেড ১০/০৮/২০১৪	

36	<p>Name: Anowara Fashions Ltd. Represented by: Mr. Md. Yasin Al Father: Late Mr. Hadiq Ullah Viash Mother: Mrs. Anowara Begum Address: 1182, Qualee Road, Chittagong. Date of Birth: April 19, 1962 E-mail : yasinal@regenttex.com Phone: 06-031-2668204 TIN: 307-200-4450 NID/Passport No : L594116020735 Nationality: Bangladeshi</p>	1,50,00,000 (Fifty Lakh)
37	<p>Name: Mr. Md. Nazrul Islam Father: Late Md. Azhar Mollah Mother: Mrs. Rabeya Begum Address: Belmond Apartment, Flat- 202, 35/A, Road - 1, Dhanmondi R/A, Dhanmondi, Dhaka. Date of Birth: June 10, 1965 E-mail : meghnabank1@gmail.com Phone: 6502 961 1535 TIN: 226-100-9184 NID/Passport No. : 2657 683237 532</p>	1,00,00,000 (One Crore)
38	<p>Name: Popular Life Insurance Company Ltd. Represented by: Mr. Hasan Ahmed Father: Late Al-Haj Ghoshuddin Ahmed Mother: Mrs. Monjurah Ahmed Address: House - 22, Road - 03, Dhanmondi R/A, Dhaka. Date of Birth: March 5, 1964 E-mail: popular@msnbd.net Phone: 8802 9561283 TIN: 150-200-0486 NID/Passport No. : 269 1649424363</p>	2,00,00,000 (Two Crore)

Witness - 1

Name: Advocate Arshadur Rouf
Address: 65-66 Motijheel C/A, Dhaka
Phone: 0101 92 10228

Witness - 2

Name: Advocate Nazrul Islam
Address: 65-66 Motijheel C/A, Dhaka
Phone: 01715 14 99 08





MEGHNA BANK PLC

ARICALES OF ASSOCIATION

The Companies Act – 1994

(Act XVIII of 1994)

(A Public Company by Shares)



ARTICLES OF ASSOCIATION
OF
MEGHNA BANK PLC

PRELIMINARY

1. The regulations contained in Schedule-1 in the Companies Act, 1994 applicable to public limited company shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the Act.
2. In these Articles, unless, there be something to the subjects or context inconsistent therewith;

INTERPRETATION

2.1	"Act" means the Companies Act, 1994 as accended from time to time.	
2.2	"Alternate Director" means a Director for the time being of the Company appointed under Article 98.	Alternate Director
2.3	"Articles" means the Articles of Association of the Company as originally hereby framed or as altered from time to time by special resolution passed by the Board subject to Article 167.	Articles
2.4	"Auditor" means the person for the time being performing auditing duties of the company.	Auditor
2.5	"Authority" means any government, authorities or supra national body who is empowered by the law to monitor, supervise, regulate or impose condition on the Company.	Authority
2.6	"The Board" means the Board of Directors for the time being of the Company.	Board of Directors
2.7	"Chairman" and "Vice Chairman" means the Chairman and Vice Chairman respectively of the Board of Directors of the Company for the time being elected under the Articles 112.1 and 114.1.	Chairman / Vice Chairman
2.8	"Company" means "MEGHNA BANK PLC" a public limited company incorporated under the Act having its registered office in Bangladesh.	Company (Right side) Md. A. Rezaul Karim Managing Director MEGHNA BANK PLC Dhaka, Bangladesh

MEGHNA BANK PLC
Dhaka, Bangladesh
Right side
Md. A. Rezaul Karim
Managing Director
MEGHNA BANK PLC
Dhaka, Bangladesh

2.9	"Director" means the Directors for the time being of the Company or the Directors assembled at a meeting of the Board of Directors.	Directors
2.10	"Dividend" includes bonus.	Dividend
2.11	"Government" means the Government of the People's Republic of Bangladesh.	Government
2.12	"Institution" includes public or private limited company,	Institution
2.13	"Managing Director" means the Managing Director of the Company appointed under Article 129.	Managing Director
2.14	The marginal notes hereto shall not affect the meaning or construction hereof,	Marginal notes
2.15	"Memorandum" means the Memorandum Of Association of the Company.	"Memorandum"
2.16	"Office" means the registered office for the time of the company.	Office
2.17	"These Presents" means these Articles of Association as originally hereby framed or as altered from time to time under Article 167.	These Presents
2.18	"Proxy" includes an attorney duly constituted or appointed under an instrument of proxy, power of attorney or other authority in writing.	Proxy
2.19	"Seal" means the Common seal of the company or any facsimile of the common seal used by the Company.	Seal
2.20	"Sponsor" means the persons who have subscribed the Memorandum and these Articles.	Sponsor
2.21	Word importing the masculine gender, also shall, include the feminine gender and vice versa.	Masculine and Feminine gender
2.22	Words importing person shall include bodies, corporate and non-corporate and the Government;	Persons
2.23	Words importing the singular number shall include the plural, and vice versa.	Singular Number



2.24	Words or expressions shall, except where repugnant to subject or context, bear the meaning, in these Articles as in a standard English dictionary.	Meanings of Words or Expressions
2.25	"In writing" or "written" means and includes hand writing, printing, type-writing, lithography and any other mode of reproducing works in visible form.	In writing/written
2.26	"Year" & "Month" means English Calendar year & month	Year & Month

COMMENCEMENT OF BUSINESS

3.	Subject to Section 150 of the Act, the Company shall commence business from the date of issue of banking LICENCE by Bangladesh Bank or from any subsequent date as may be decided by the Board of Directors.	Commencement of Business
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CAPITAL.

4.	The authorized share capital of the company shall comprise ordinary shares of Tk. 2000,00,00,000.00 (Taka Two Thousand crore) divided into 200,00,00,000 (Two Hundred Crore) ordinary shares of Tk. 10/- (Taka Ten) each.	Share Capital
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4.1 Deleted

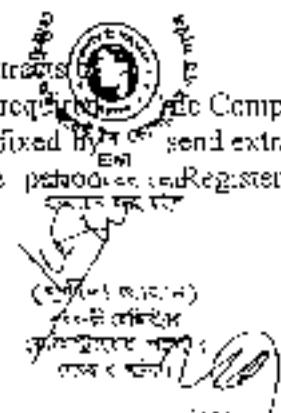
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5.	The Company shall keep a Register of Members and an Index of Members in accordance with Section 34 and 35 of the Act.	Register of Members
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6.	The Register of Members and the Index of Members shall be open to inspection by a member of the company without charge and by any other persons on payment of such charge as may be fixed by the Board. Any member or other persons aforesaid may take extracts therefrom.	Inspection of Register of Members.
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7.	The Company shall send to any member on request extracts of the Register of Members or of the list and summary register under the Act on payment of such charge as may be fixed by the Board. Such extracts shall be sent within the period of time as prescribed by the Act.	Send extract of Register etc
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8. The Board of Directors may proceed with the allotment of the shares upon a minimum subscription of Tk. 10,00,00,000 (Taka One Crore). Minimum subscription

9. Subject to these presents and any directions imposed by the Government or the Bangladesh Bank, the share in the Capital of the Company for the time being, including any share forming part of any increased capital of the Company, shall be under the control of the Board of Directors who may allot or otherwise dispose of the same or any of them to shareholders or other persons in such proportion and on such terms and conditions and at such time as they may from time to time deem fit and as per rules regulations framed by the Authority. Shares at the disposal of the Board.

10. Subject to these presents, the Board of Directors may allot and issue shares in the capital of the Company as payment or part payment of any property sold or goods purchased or machinery supplied or for services rendered to the Company and any shares so allotted shall be issued as fully paid-up shares.

11. In addition to and without derogating from the powers for that purpose conferred upon the Board of Directors under Article 9 the Company in General Meeting may determine that any shares, whether forming part of the original capital or of any increased capital of the Company, shall be offered to the shareholders or any other persons, whether members or holders of debentures of the Company or not, in such proportions and on such terms and conditions as the General Meeting may determine and as per rules and regulations framed by the Authority. Issue of shares by General Meeting

12. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of such shares within the meaning of these presents and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall for the purposes of these presents be a member. Acceptance of shares

13. The money, if any, which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any such share allotted by them shall, immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt to and recoverable by the Company from the allottee thereof and shall be etc. to be a debt payable immediately Deposit and call etc. to be a debt payable immediately


 (পুরোপুরি আবাদ)
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14.	Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognize any trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.	Company not bound to recognize any interest in share other than that of the registered holders.
15	No part of the funds of the Company shall be employed in the purchase of or be loan on the security of the shares of the Company.	Company funds shall not be applied in purchase of or loan on shares of the Company
16	No share of the Company shall be allotted unless fully paid before allotment.	Allotment of share after full payment

COMMISSION

17. The Company may at any time pay a commission to any person for procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares, debentures or debenture stocks of the Company but the amount or rates of such commission shall not exceed one percent (1 %) of the price of the Shares, debentures or debenture stocks actually sold through brokers.

ISSUE OF CERTIFICATE

18. Every member shall be entitled without payment to one (1) certificate for the shares registered in his name or if the Board of Directors so approves and upon paying such fee or fees as the Board may from time to time determine or at the discretion of the Board without payment of fees, to several certificates each for one or more shares. Every certificate or shares shall specify the number and denote the numbers of the shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Board shall prescribe or approve. Where a member has transferred a part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge.

19. If any certificate becomes worn out, defaced or rendered useless from any cause whatsoever, then upon presentation thereof to the Board, they may issue a new certificate in the place of one thereof and if any certificate is lost or destroyed, then upon proof thereof to the satisfaction of the Board and upon payment of a fee or fees as the Board may determine or at the discretion of the Board without payment of fees, a new certificate in the place of one thereof may be issued.

indemnity as the Board may deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. A sum as decided by the Board shall be paid to the Company for every certificate issued under this Article.

FORFEITURE OF SHARES

20. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him demanding payment of so much of the call or installment as is unpaid, together with interest and all expenses that may have been incurred by the Company by reason of such non-payment. A Second notice stating a further date (not earlier than the expiration of 14 days from the date of first notice) shall, in the event of non-payment at or before the time appointed for the purpose be issued intimating shares in respect of which the call was made, will be liable to be forfeited.

Notice of
Forfeiture

20.1 If the requisitions of the notice referred to above are not complied with, any share in respect of which such notice has been given, may at any time after the expiration of the time specified the notice and before payment of all calls, interest and expenses due thereof, be forfeited by a resolution of the Board to that effect.

Forfeiture of
shares

20.2 A person whose share has been forfeited shall cease to be a shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the share.

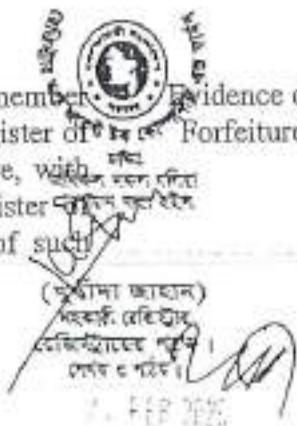
Liability for the
share Forfeiture

20.3 The forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board deems fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Board deems fit.

Cancellation of
Forfeiture

20.4 Notice of such forfeiture must be given to the member concerned and his name shall be removed from the Register of Members as such holder, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members. Such entry shall be conclusive evidence of such

Evidence of
Forfeiture



Conclusion.

20.5	The Company shall have first and paramount lien upon all the shares registered in the name of each member upon dividends due and accruing thereon for the debts, liabilities and engagements solely or jointly with any other person to or with the Company whether the period for the payment has passed, or discharge thereof, shall actually arrive or not such lien shall extend to all dividends from time to time declared in respect of such shares.	Company's lien on shares
20.6	The Company may sell, in such manner as the Board thinks fit any shares on which the Company has a lien, but no sale shall be made unless the debts, liabilities and engagements solely or jointly with any other person to or with the Company in respect of which the lien exists are not paid off nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such debts, liabilities and engagements in respect of which the lien exists has been given to the registered holder for the time being, of the share, or the person legally entitled, by the reason of his death or insolvency in the shares. The purchaser of such shares shall be registered as the holder of the shares.	Enforcing lien on shares
20.7	The net proceeds of any such sale shall be applied in payment or towards satisfaction of such debts, liabilities and engagements in respect of which the lien exists and the residue (if any) shall be paid to the person entitled to the shares at the date of the sale.	Application of proceeds to sale

TRANSFER AND TRANSMISSION OF SHARES

21. The Company shall keep a book to be called the "Register of Transfers" and thereon shall fairly and distinctly enter the particulars of every transfer or transmission of any share. Register of transfers

22. Unless the Shares are in dematerialized form and are in the depository the instrument of transfer of any share in the Company shall be in writing in the usual common form or in the following form or as near thereto as circumstances will admit

I, (hereinafter called the 'Transferor')
of, (address of the transferor) reconsidderation
of the sum of Tk. (Taka) paid to me
by (hereinafter called the 'Transferee') of
..... (address of the transferee) hereby transfer
(Signature)

to the said Transferee, his executors, administrators and assigns the share (shares) numbered from to standing in my name in the books of MEGHNA BANK PLC, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said Transferee do hereby agree to take the said share (shares) subject to the conditions aforesaid.

In witness whereof we have put our respective signatures hereto this..... day of..... 20.....

Signed by the above-named
Transferor in my presence:

Witness:

Signature:

Name:

Address:

Transferor's Signature

Signed by the above-named
Transferee in my presence:

Witness:

Signature:

Name:

Address:

Transferor's Signature

23.1 The Company shareholders initially cannot transfer any share to any person other than the members of the Company. The shares of existing members be first offered to the other existing members of the Company. If none of the existing members of the Company is willing to purchase the shares it can then be offered to an outsider. The shares shall be sold at such price determined mutually between the parties. Restriction of transfer of shares to any persons other than the members of the Company

23.2 The transferees exempted from those restrictions imposed under Sub-clause (I) of this Article are the father, mother, wife or husband, sisters, sons, daughters, grandsons and granddaughters of any intending transferor. Exemption of restrictions

24. Notwithstanding anything elsewhere herein contained in the Articles none of the Sponsors of the Company may transfer any share held by them within the period of three (3) years from the date of holding shares by sponsors Minimum period of holding shares by sponsors



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বাংলাদেশ

(১৯৭৪ আব্দ)

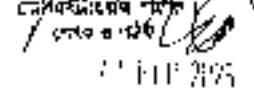
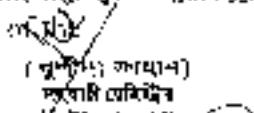
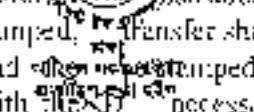
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	Date of commencement of business of the Company unless so permitted by Bangladesh Bank.	
25.	Every instrument of transfer shall be left at the office of the Company for the registration accompanied by the certificate of the shares to be transferred and such other evidence as the Board may require to prove the title of the transfer or his right to transfer the shares, and upon payment of the proper fee, the transferee shall (subject to the Board's right to decline to register the same as hereinafter mentioned) be registered as a member in respect of such shares. The Board may waive the requirement of production of any certificate upon evidence satisfactory to them of its loss or destruction or otherwise.	Instrument of transfer to be deposited in the Registered Office
26.	Every such instrument of transfer shall be signed by the transferor and transferee and the transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of Members in respect thereof.	To be executed by transferor and transferee
27.	The Board may at their sole and absolute discretion decline to register or acknowledge any transfer of shares in respect of any shares upon which the Company has a lien, or whilst any member executing the transfer is (either individually or jointly with any other person or persons) indebted to the Company on any account whatsoever or whilst any money in respect of the shares intended to be transferred or any of them remain unpaid. Such refusal shall not be affected by the fact that the proposed transferee is already a member. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transfer.	Directors may refuse to register transfer
28.	No transfer shall be made to an infant or a person of unsound mind, but transfer may be made to anybody corporate.	Transfer to infants or person of unsound mind
29.1	An application for the registration of the transfer of shares may be made either by the transferor or the transferee.	Application for transfer of shares
29.2	For the purpose of transfer of shares under these Articles, notice to the transferee shall be deemed to have been duly given if sent to him by prepaid post at the address given in the instrument of transfer and shall be deemed to have been delivered in the ordinary course of post.	Notice to the Transferee
29.3	It shall not be lawful for the Company to register the transfer of any share unless proper instrument of transfer duly Stamped, where necessary, and executed by the transferor and when necessary stamped, where transferee has been delivered to the Company along with his signature in his own hand script, provided that where it is proved to the satisfaction of the Company that the signature is forged, the Company may refuse to register the transfer.	Instrument of transfer shall duly stamped, where necessary Transferee has been delivered to the Company along with his signature in his own hand script, provided that where it is proved to the satisfaction of the Company that the signature is forged, the Company may refuse to register the transfer.



Board of the Company that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Directors deem fit, on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer, register the transfer on such terms as to indemnify as the Board may deem fit.

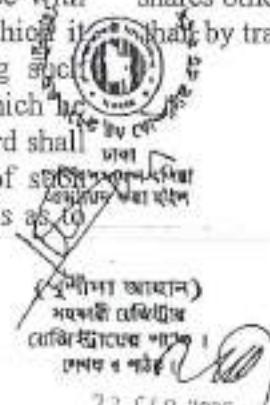
29.4 If refuses to register the transfer of any shares, the Company shall within two months from the date on which the instrument of transfer is lodged with the Company, send to the transferee and the transferor notice of the refusal. Notice of refusal of transfer

29.5 Nothing in Sub-clause (3) of this Article shall prejudice any power of the Company to register as a share-holder any person to whom the right to any share has been transmitted by operation of law.

30. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All the instruments of transfer which the Board may decline to register shall be returned to the persons depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine. Custody of transfer

31. The executors or administrators of a deceased member or a holder of a succession certificate or other legal representative in respect of shares of a deceased member, where he was a sole or only surviving holder, shall be the only person whom the Company will be bound to recognize as having any title to the shares registered in the name of such member and the Company shall not be bound to recognize such executors, administrators or holders unless such executors or administrators or holders shall have first obtained probate or letters of administration as the case may be from a duly constituted Court, provided that in any case where the Board in its absolute discretion think fit, it may dispense with the production of probate or letters of administration or succession certificate or other legal representation and under the next Article register the name of any person who claims to be absolutely entitled to the share standing in the name of a deceased member as a member. Title to share of deceased holder

32. Any person becoming entitled to any share in consequence of death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Board, which it shall be under no obligation to give upon producing such evidence that he sustains the character in respect of which he reposes to act under this Article or of his title as the Board shall require, either be registered as a member in respect of such shares or may, subject to the regulations and restrictions as to Registration of those entitled to shares otherwise than by transfer



transfer in these presents herinafore contained, transfer such shares to some other persons

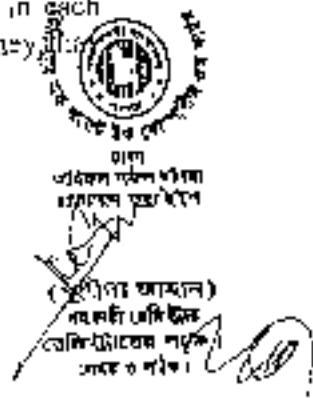
33. The Board shall have the same right to refuse to register a person entitled by transmission to any share or his nominee as if they were the transferee named in an ordinary transfer presented by registration Refusal to register nominee

34. Every transmission of share shall be verified in such manner as the Board may require and the Company may refuse to register any transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Board at its discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Board to accept any indemnity. Board may require evidence of transmission

35. A fee not exceeding Tk 20/- (Taka Twenty) only may be charged for each transfer and shall be paid before the registration thereof. The fee may be changed by the Board from time to time. Fee on registration of transmission

36. The Company shall incur no liability for giving effect to any transfer of shares made or purporting to be made by the apparent legal owner thereof as shown or appearing in the Register of Members to the prejudice of any person having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some books of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit Company not liable for disregarding notice

37. The Board shall have power on giving seven (7) days notice by advertisement or display in the notice board in the office to close the transfer books of the Company for such periods of time not exceeding in the whole (15) forty five days in each year, but not exceeding (30) thirty days at a time as they shall deem fit. Closure of transfer books



INCREASE, REDUCTION AND ALTERATION OF CAPITAL

38.	Subject to the approval of Bangladesh Bank and authorities of which the company is subject to, the company may from time to time by passing ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.	Increase of capital
39.	Such new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct and if no direction be given, the Board shall determine.	Increase of capital
40.	Unless otherwise directed by the Government, the Bangladesh Bank and/or the Securities and Exchange Commission all new shares shall before issue be offered to the members of the Company in proportion, as nearly as circumstances admit, to the amount of the existing shares then held by them. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Board may dispose of the same in such manner as they think most beneficial to the Company. The Board may likewise so dispose of any new shares which by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares cannot, in the opinion of the Board, be conveniently offered under this Article.	Increase of capital
41.	Deleted	
42.	Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital and shall be subject to the provisions herein contained with reference to subscription, transfer and transmission, voting and otherwise.	Same as original capital
43.	Subject to Section 59 of the Act, the Company may by special resolution and with the prior permission of the Bangladesh Bank reduce its share capital.	Reduction of capital
44.	Subject to Section 53 of the Act, the Company may in General Meeting by ordinary resolution and with the prior permission of the Bangladesh Bank alter the conditions of the Memorandum as follows:	

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- 44.1 to consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- 44.2 to sub-divide its shares or any of them into shares of smaller amounts than originally fixed by the Memorandum;
- 44.3 to cancel any shares which at the date of such general meeting has not been taken or agreed to be taken by any person and diminish the amount of the shares so cancelled.

JOINT HOLDERS

45	Where two persons are registered as the holders of any share, they shall be deemed to hold the same as joint holders with benefits of survivorship, subject to the following and other provisions contained in these presents:	Joint holders
45.1	the Company shall be entitled to decline to register more than two (2) persons as the joint holders of any share;	Company may refuse to register more than 2 persons
45.2	the joint holders of any share shall be liable individually as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share;	
45.3	on the death of any such joint holders, the survivor shall be the only person recognized by the Company as having any title to the share, but the Board may require such evidence of death as they may deem fit and nothing therein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person;	Title of survivors
45.4	any one of such joint holders may give sufficient receipt for any dividend or other money payable in respect of any such share;	Receipt of one sufficient
45.5	only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to take delivery of the certificate relating to such share or to receive Notice from the Company and any Notice given to such person shall be deemed effective Notice to all the joint holders;	Delivery of certificate and giving Notice to first named holder
45.6	any one of two joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney, then that one of such persons so present whose name stands first or higher as the case may be, on the Register in respect of such share shall alone be entitled to vote;	Right of joint holders

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in respect thereof, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased member in whose (deceased member's) sole name a share stands shall for the purpose of this clause be deemed joint holders.

BORROWING POWERS

46.	Subject to the provision of these presents and any terms and conditions at any time imposed by the Bangladesh Bank, the Board may at their discretion borrow any sum or sums of money for the purpose of the Company.	Condition on which money may be borrowed
47.	The Board may raise and secure the payments of such sum or sums in such manner and upon such terms and conditions in all respects as it may think fit and in particular by the issue of bonds (Perpetual or Redeemable) debentures or debenture stocks or any mortgage or charge or other security on the undertaking of the whole or any part of the property of the Company.	
48.	Any bond, debenture, debenture stock or other security issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.	Bond debenture etc. to be subject to control of Board
49.	Debenture, debenture stock, bond or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.	Security
50.	Any bond, debenture, stock or other securities may be issued at a discount, premium or otherwise and with any special privilege as to voting at General Meeting of the Company or otherwise howsoever.	Issue at discount etc. or with special privilege
51.	The Board shall cause a proper Register to be kept in accordance with Section 174 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirement of any laws in that behalf to be duly complied with in so far as they fall to be complied with by the Company.	



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LOANS AND ADVANCES TO DIRECTORS

52. The Company shall not make any loan or advance on the security of its own share or grant unsecured loan or advance to any of its Directors or to firms or private companies in which it or any of its Directors is interested as partner or managing agents, or to any individuals, firms or private companies in cases where any of the Directors is a guarantor.

53. The Company shall not allow loans or advances to any of its Directors to their proprietary or partnership firms or to private limited companies in which they have any interest, except in the following cases.

53.1 They may be allowed to take loans and advances from the company up to Tk. 10,00,000/- (Taka ten lacs) each under normal banking practice;

53.2 Subject to any restriction as per law in force and subject to the approval of Bangladesh Bank they may be allowed to take loans or advances to any amount beyond Tk. 10,00,000/- (Taka ten lacs) each only; provided, however, that in all such cases the approval of the majority of the Directors, excluding the Director concerned, shall be required;

53.3 The Directors collectively will not be able to take loans and advances aggregating to more than ten (10) percent of the total loanable fund of the Company as per law in force.

CREDIT RESTRICTIONS

54.1 All credit restrictions imposed by the Bangladesh Bank from time to time shall be followed by the Company in so far it relates to commercial banking transactions Credit Restrictions.

54.2 No part of the funds of the Company shall be used in the purchase of the shares of the Company.

GENERAL MEETING

52 The Company shall within a period of not less than one (1) month or more than six (6) months from the date at which the Company is entitled to commence business hold a General Meeting of the Members of the Company, which shall be called the Statutory Meeting.

56.1 The Board shall at least twenty one (21) days before the day on



which the Statutory Meeting is to be held prepare a report called statutory report and forward it certified as correct by not less than two (2) Directors of the Company or by the Chairman of the Board of Directors if so authorized in this behalf by the Board of Directors to every member of the Company, which shall state but not limited to;

56.2 The total number of shares allotted, distinguishing shares allotted as fully paid-up otherwise than in cash and stating the consideration for which they have been allotted;

56.3 The total amount of cash received by the Company in respect of all the shares allotted ;

56.4 an abstract of the receipts of the Company and of payments made thereout upto a date within seven (7) days of the date of the report, exhibiting under distinctive headings the receipts of the Company from shares and debentures and other sources, the payments made thereout, and particulars concerning the balance remaining in hand, and an account or estimate of preliminary expenses of the Company showing separately any commission or discount paid or to be paid on the issue or sale of shares or debentures;

56.5 the names, addresses and descriptions of the Directors, Auditors and Managers, if any, and the Secretary of the Company and the changes, if any, which have occurred, since the date of incorporation;

56.6 the particulars of any contract, the modification of which is to be submitted to the meeting for its approval, together with the particulars of the modification or proposed modification;

56.7 the extent to which underwriting contracts, if any, have been carried out;

56.8 the particulars of any commission or brokerage paid or to be paid in connection with the issue or sale of shares to any persons.

57. The statutory report after duly certified as correct as required by Article No. 56 above shall, so far as it relates to the shares allotted by the Company, and to cash receipt in respect of such shares and to the receipts and payments of the Company, be certified as correct by the auditors of the Company.

58. The Board shall cause a list showing the names, descriptions and addresses of the members of the Company and the number of shares held by them respectively to be produced at the Statutory Meeting commencement of the Statutory Meeting and to remain open

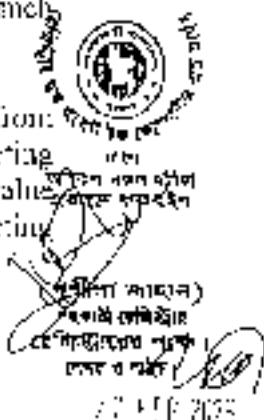
Report to be
certified by auditors



(স্ট্যাম্প আবশ্যিক)
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	and accessible to members of the Company during the continuance of the meeting.	
59.	The members of the Company present at the Statutory Meeting shall be at liberty to discuss any matter relating to the formation of the Company or arising out of the statutory report, whether previous Notice has been given or not, but no resolution of which Notice has not been given in accordance with these Articles may be passed.	Business to be conducted in Statutory Meeting
60.	The meeting may be adjourned from time to time and at any adjourned meeting any resolution of which notice has been given in accordance with the Article either before or subsequent to the former meeting may be passed and the adjourned meeting shall have the same powers as the original meeting.	Adjournment of Statutory Meeting
61.	A General Meeting of the Company shall be held within eighteen (18) months from the date of incorporation of the Company and thereafter once at least in every calendar year at such time and place as may be determined by the Board provided that no longer interval than fifteen (15) months shall be allowed to elapse between the date of one General Meeting and that of a next. Such General Meetings shall be called Ordinary Meetings. All other meetings of the Company other than the Statutory Meeting shall be Called Extra-Ordinary Meeting.	Ordinary Meeting
62.	The Board may call an Extra-Ordinary General Meeting whenever it may deem necessary.	Board may call Extra-Ordinary General Meeting on requisition.
63.1	The Board shall on the requisition of the holders of not less than one-tenth (1/10 th) of the issued capital of the Company call an Extra-Ordinary General Meeting of the Company	Calling of Extra-Ordinary General Meeting on requisition
63.2	The requisition must be signed by the requisitionists and be deposited at the Office of the Company and may consist of several documents in like form, each signed by one or more requisitionists, in the case of joint holders of shares, all such holders shall sign the requisition.	Requisition must be signed
63.3	If the Board does not proceed within twenty one (21) days from the date of the requisition being so deposited to cause a meeting to be called, the requisitionists or majority of them in value may themselves call the meeting but in either case, any meeting	



so called shall be held within three (3) months from the date of the deposit of the requisition.

63.4 Any meeting called under this Article by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

63.5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to convene a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the company by way of fees or other remuneration for their services to such of the Directors as were in default.

64. For Annual General Meeting not less than twenty one (21) days notice specifying the place, the day and the hour of the meeting and, in the case of special business, the general nature of such business, and for Extra-ordinary General Meeting and also to pass a Special or Extra-ordinary Resolution, (the intention to propose such resolution as a Special or Extraordinary Resolution, as the case may be) twenty one (21) days notice at least shall be given to the members entitled under and in the manner provided by the presents.

Notice of meeting

65. Where it is proposed to pass a special resolution, 21 (Twenty one) days notice specifying the intention to propose the resolution as a special resolution and specifying the date, hour and place of the meeting and the nature of the business to be transacted thereat, shall be given to the persons entitled under and in the manner provided by the presents.

Notice of resolution

66. With the consent of all members entitled to receive Notice of a meeting or to attend and vote at any such meeting, a meeting may be convened by such shorter Notice as the members may approve.

Shorter Notice
consent

67. Any accidental omission to give Notice to or non-receipt thereof by any member shall not invalidate the proceedings or any resolution passed at any such meeting.

Accidental
omission would not
invalidate

68. A Director or member for the time being absent from his country of residence shall be deemed to have been properly notified if the Notice is sent to his address registered with the Company.

Notice to Director/
Member absent
from country to
Residence

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বঙ্গবন্ধু মুক্তিযোৰ্ধ্ব
সংগঠন
(সুবিধা আয়োজন)
মুক্তিযোৰ্ধ্ব
সংগঠন
প্রতিষ্ঠান
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PROCEEDINGS AT GENERAL MEETING

<p>69.</p> <p>70.</p> <p>71.</p> <p>72.</p> <p>73.</p> <p>74.</p> <p>75.</p>	<p>The quorum for General Meeting of the company shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one), or 5 (Five) Directors, whichever is higher.</p> <p>No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.</p> <p>The Chairman of the Board of the Company shall be entitled to take the Chair at every General Meeting. If at any meeting the Chairman shall not be present within half an hour after the time appointed for holding such meeting or is unable to be present due to illness or any other cause or is unwilling so to act, the Vice Chairman shall be entitled to take the Chair of the said meeting. In absence of the Vice Chairman, the Directors present shall elect one of their members to act as Chairman of the meeting and in default of their doing so, the members present shall choose one of the Directors to take the Chair and if no Director is present or those are not willing to take the Chair, the members present shall choose one of them to be the Chairman of the meeting.</p> <p>If within half an hour after the time appointed for the holding of a General Meeting a quorum be not present, the meeting if convened on the requisition of shareholders shall be dissolved and in every other case shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may by Notice to the shareholders appoint. If at such adjourned meeting a quorum be not present, those members present shall form the quorum and may transact the business for which the meeting was called.</p> <p>The Chairman with the consent of the meeting may adjourn any meeting from time to time and from place to place, 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 30 days or more, notice of the adjourned meeting shall be given as in the case of an adjournment of the business to be transacted at an adjourned meeting.</p> <p>The Board shall subject to Article 61 have power to postpone any General Meeting except any General Meeting unless ^{unless} postpone General Meeting, pursuant to the provision of Article 63.</p> <p>Except as provided by these presents, in the case of a statutory meeting no business shall be transacted at an adjourned meeting other than business might have been</p>	<p>Quorum of General Meeting</p> <p>Business when chair is vacant</p> <p>Chairman of the meeting</p> <p>If quorum is not present</p> <p>Chairman may adjourn meeting</p> <p>Power of Directors to postpone General Meeting.</p>
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transacted at the meeting from which the adjournment took place.

76. 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 (before or on the declaration of the result of the show of hands) demanded by any five (5) members present in person or by proxy or by the Chairman of the meeting or by any other member or members holding not less than one tenth (1/10th) of the issued capital carrying voting rights and unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried unanimously or by a particular majority, or lost, and an entry to that effect recorded in the book of the proceedings of the Company shall be conclusive evidence of the fact without further proof of the number or proportion of the votes recorded in favour of or against that resolution.

Procedure of
Voting at General
Meeting

77. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

Result of poll shall
be deemed to be the
resolution.

78. In the case of an equality of votes, whether on a show of hands or at a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote in addition to his own vote or votes (if any) to which he may be entitled as a member.

Equality of votes

79. Any poll duly demanded on any question of adjournment or otherwise shall be taken at the meeting and without adjournment.

Poll to be taken
without
adjournment

80. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question for which the poll has been demanded.

Demand of poll
not to prevent
other business

81. Minutes shall be made in books provided for the purpose of all resolutions and proceedings at General Meetings and any such minutes, if signed by the Chairman of the meeting in which it relates or by the person who shall preside as Chairman at the next succeeding meeting, shall be receivable as evidence of the facts therein stated without further proof.

Minutes of General
Meeting

82. The books containing the minutes of proceedings of General Meetings of the Company shall be kept at the registered office of the Company and shall during business hours, subject to such reasonable restrictions as the Company may from time to

Inspection of
minute book

প্রতিষ্ঠান আয়োজন
সম্পর্ক অধিদপ্তর
প্রতিষ্ঠানের প্রধান :
মোস্তাফা রফিক

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time impose so that no less than two (2) hours in each day be allowed for inspection, of any document without charge.

83. Any member shall at any time after seven (7) days from the meeting be entitled to be furnished within seven (7) days after he has made a request in that behalf to the Company with a copy of any minutes referred to above at a charge of Tk. 10/- (ten) for every page. Copies of minutes

VOTING OF MEMBERS

84. Subject to Article 85 hereinafter:

84.1 Upon a show of hands every member entitled to vote and be present in person or by attorney or proxy shall have one (1) vote. Votes

84.2 Upon a poll, every member entitled to vote and be present in person or by attorney or proxy shall have one (1) vote for every share held by him

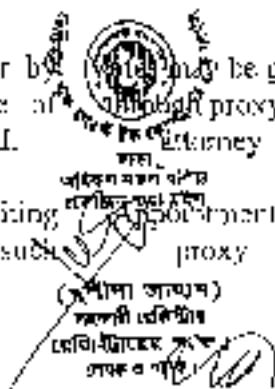
85.1 The voting rights of the shareholders shall be strictly proportionate to the number of shares held by them respectively Voting right

85.2 Unless and until exemption is given from the provisions of Section 14 (1) (cha) of the Bank Companies Act, 1991 then irrespective of the number of shares held by any member, the voting rights of one shareholder shall in no case exceed five (5%) percent of the aggregate voting rights of all the shareholders Limitation of Voting right.

86. A representative of a corporate body which is a member of the Company duly authorized by a resolution of the directors or appropriate authority of such corporate body may vote on a show of hands and on a poll as if he were an individual member of the Company. The production at the meeting of a copy of such resolution duly signed by a director or appropriate person of such corporate body and certified by him as being a true copy the resolution shall be accepted by the Company as sufficient evidence of the validity of his appointment. Voting by Corporation

87. Votes may be given either personally or by attorney or by proxy through any person or persons or in the case of corporation, by a representative duly authorized as aforesaid. Votes may be given through proxy or attorney

88. The instrument of appointment of a proxy shall be in writing under the hand of the appointer or his attorney or, if such proxy





appointer is a company or corporation, under its common seal or under the hand a person duly authorized by such corporate body in that behalf, or under the hand of its attorney who may be the appointer.

89.1 No person shall act as a proxy unless the instrument of his appointment and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of authority has been deposited at the office at least seventy two (72) hours before the time for holding the meeting at which the person named in the instrument of proxy proposes to vote, and in default, the instrument appointing the proxy shall not be treated as valid.

Notarization of
PROXY

89.2 No attorney shall be entitled to vote unless the power of attorney or other instrument appointing him as attorney or a notarially certified copy thereof has either been registered in the records of the Company at any time not less than seventy two (72) hours before the time or the meeting at which the attorney proposed to vote or is deposited at the office of the Company not less than seventy two (72) hours before the time of such meeting as aforesaid.

Time for
submission of
certified copy of
notarized proxy

89.3 Notwithstanding that a power of attorney or other authority has been registered in the records of the Company, the Company may by notice in writing addressed to the member or the attorney at least forty eight (48) hours before the meeting require him to produce the original power of attorney or authority and unless the same is thereupon deposited with the Company, the attorney shall not be entitled to vote at such meeting unless the Board in its absolute discretion excuses such non-production and deposit.

Notice to attorney
or member

90. If any such instrument of appointment be confined to the object of appointment a proxy or substitute for voting at meeting of the Company, it shall remain permanently or for such time as the Board may determine in the custody of the Company and, if embracing other objects, a copy thereof, examined with the original, shall be delivered to the Company to remain in the custody of the Company.

Custody of the Instrument

91. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect following:

I, of, member
of MEGHNA bank Limited PLC do hereby appoint Of
..... or failing him/her.....

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of.....as my proxy/attorney in my absence to attend and vote for me, and on my behalf, at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company, to be held on the..... day of..... 20....., and at any adjournment thereof.

(Please mention membership No. of other identity no. and share no.)

Affix revenue
stamp of
requisite value

(Signature with date)

Vote:

The Proxy must be returned so as to reach the Registered Office of the company not less than 48 hours before the time for holding the aforesaid meeting. The proxy need not be a member of the Company.

92.	<p>No objection shall be made to the validity of any vote except at the meeting or poll, at which such vote shall be tendered and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for all purposes whatsoever of such meeting or poll.</p>	Time for objection to votes
93.	<p>The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.</p>	Chairman sole judge
94.	<p>Any member whose name is entered in the Register of Members of the Company shall subject to these presents at all General Meetings of the Company enjoy the same rights and be subject to the same liabilities as all other members of the same class.</p>	Equal right of Members



BOARD OF DIRECTORS

95. Until otherwise determined by the Company in General Meeting, the number of Directors excluding Ex-officio Director shall not be more than 20 (twenty) and not less than 10 (ten).

The first Board of Directors of the Company shall be as follows:

1.	Mr. H.N. Ashequr Rahman	Chairman
2.	Mr. Abdul Alim Khan Selim	Vice Chairman
3.	Maj Gen Amjad Khan Chowdhury (Retd.)	Director
4.	Mr. Md. Yasin Ali Nominee of Legacy Fashion Ltd.	Director
5.	Ms. Farah Ahsan	Director
6.	Mr. Md. Kamal Uddin	Director
7.	Mr. Tanveer Ahmed Nominee of Cassiopea Fashion Ltd.	Director
8.	Mr. Shakhawat Hossain	Director
9.	Mr. Alock Kumar Das	Director
10.	Mr. Md. Ali Azim Khan	Director
11.	Alhaj Md. Lokman Hakim	Director
12.	Mr. Ashiqur Rahman Lasker	Director
13.	Ms. Rehana Ashequr Rahman	Director
14.	Mr. Md. Mazibur Rahman Khan	Director
15.	Mr. Mohammed Marmun Salam Nominee of Salim & Brothers Ltd.	Director
16.	Mr. M. A. Maleque	Director
17.	Ms. Nuran Fatema	Director
18.	Mr. SM Jahangir Alam (Manik)	Director
19.	Mr. Saidur Rahman Sarker Nominee of Lusaka Fashion Limited	Director
20.	Mrs. Taslima Islam	Director

96. Deleted

97. The qualification of Director of the Company (other than Directors representing particular shareholders holding shares of the requisite value) shall be the holding in his own name unencumbered shares in the Company of the nominal value of not less than Tk.1,00,00,000/- (Taka one crore). A Director may however, act before acquiring the qualification shares,



but shall in any case acquire the qualification shares within two (2) months from the date of his election.

98. Subject to Section 161 (1) (2) (3) of the Act, Board Alternate shall at the request of any Director (hereinafter called "Original Director") appoint the person nominated by the Original Director to be his "Alternate Director" and such appointment shall have effect from the date of nomination of the Alternate Director by the Original Director; and the former shall while he holds office as Alternate Director be entitled to notice of meetings of the Directors and in the absence of the Original Directors, to attend and vote thereat, but he shall not require any qualification shares and shall ipso facto vacate office as and when the Original Director vacates or the Alternate Director is removed from office at the request of the Original Director, and any appointment or removal under this article of an Alternate Director shall be effected by the Board upon the request in writing to the Board under the hand of the Original Director whom the Alternate Director is to represent or represents.

99. Every person acting as an Alternate Director shall be an Officer of the Company and shall not be deemed to be the agent of the Director whom he represents. Alternate Director
Officer of the Company

100. The Directors shall be entitled to a fee as decided by the Board from time to time within the guidelines of Bangladesh Bank for each meeting of the Board/Committee attended by them.

101. The Board may allow and pay to any Director who is not ordinarily a resident of the place where a meeting is held and who shall come to such place for the purpose of attending the meeting such sum as the Board may consider fair compensation for travelling and living expenses in addition to his remuneration as above specified and the Board may from time to time fix the remuneration to be paid to any member or members of their body constitution a committee appointed by the Board in terms of these presents and may pay the same. Directors from outside may get compensation



22/11/2019

102. If any Director being willing is called upon by the Board to perform extra services or to make any special exertions from otherwise for any or the purposes of the Company, the Company may remunerate such Director either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.

Special remuneration to Director going out and for extra services.

103. Subject to these presents, the Board shall have power at any time and from time to time to appoint any person a Director to fill a casual vacancy or as an addition to the Board, but the total number of Directors shall not at any time exceed the maximum number fixed under Article 95 above. Any Director so appointed shall hold office only until the next following Ordinary General Meeting of the Company but shall be eligible for re-election. While making such appointment, the proportion of Directors appointed or nominated by the Company and categories of shareholders shall be maintained.

The Board may fill vacancy and duration of such office

104. Subject to the provisions of the Act, the continuing Directors may act notwithstanding any vacancy in their body, but so that, if the number falls below the minimum fixed the Board shall not, except in emergencies for the purposes of filling up vacancies or for summoning a General Meeting of the Company, act so long as their number is below the minimum aforesaid, be may so act in the above mentioned circumstances notwithstanding the absence of a necessary quorum under Article 120 hereof.

DISQUALIFICATION OF DIRECTORS

105. The office of the Director shall be vacated if:

Director vacating office

105.1 he fails to obtain within the time specified in Sub-Section 1 of Section 97 of the Act, or any time thereafter ceases to hold the share qualification, if any, necessary for his appointment; or



- 105.2 he is found to be of unsound mind by a court of competent jurisdiction; or
- 105.3 he is adjudged an insolvent or bankrupt; or
- 105.4 he absents himself from three (3) consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three (3) months, whichever is the longer, without leave of absence from the Board of Directors except on grounds of illness or for being out of the Country for health or business reasons for which due intimation as herein provided to the Board; or
- 105.5 he acts in contravention of section 105 of the Act; or
- 105.6 he or any firm of which he is a partner or any Private Company of which he is a Director accepts a loan or guarantee from the Company in contravention of Section 103 of the Act;
- 105.7 he resigns office by notice in writing addressed to the Company or to the Directors, or
- 105.8 any nominated or appointed Director is removed for any reason by the Company share-holders by whom he was nominated or appointed; or
- 105.9 he becomes a Director in any other banking company in Bangladesh without permission of the Bangladesh Bank; or
- 105.10 he accepts or holds office of profit under this Company other than that of the Managing Director or Legal Adviser or Technical Adviser or Adviser or Banker.

ROTATION OF DIRECTORS

106. At the first Ordinary General Meeting of the Company all the Directors shall retire from office. At the Ordinary General Meeting in every subsequent year one-third (1/3 rd) of the Directors for the time being (other than Independent Director and the Managing

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Director) or if their number is not multiple of three (3) then the number nearest to one-third ($1/3^{rd}$) shall retire from office.

107. Of those subject to retire by rotation, the Directors to retire by rotation every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those who are to retire shall, unless they otherwise agree among themselves be determined by lot. Which Director to retire

108. A Director retiring by rotation shall be eligible for re-election. Retiring Director eligible for re-election

109. If at any meeting at which an election of Directors retiring by rotation ought to take place, the posts of the vacating Director are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place and, if at the adjourned meeting the posts of the vacating Directors are still not filled up, the vacating Directors or such of them as have not had their posts filled shall be deemed to have been re-elected at the adjourned meeting. Retiring Directors to remain in office till successors appointed

110. Subject to these presents and the Act, the Company may by Extra-Ordinary Resolution remove any Director before the expiration of his period of office and may by Ordinary Resolution appoint another person in his place, subject to the ratio stated in Article 95 at all times being maintained. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected Director. A Director so removed shall not be eligible to become a Director. Removal of Directors

111. No person, not being a Director, retiring by rotation, shall be eligible for election to the office of Director at any General Meeting unless he or his authorized agent has at least seven (7) clear days before the meeting submitted at the office a notice in writing under his



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hand or under the hand of such agent signifying his consent cases assent to his candidature of the office of Director

CHAIRMAN

112.1	The Directors shall elect a Chairman for a period of 3 (three) years.	Chairman
112.2	Mr. H. N. Asheque Rahman, M.P., shall be the First Chairman of the Company and he, however, be eligible for re-election as Chairman.	
112.3	Powers and functions of the Chairman shall be determined by the Board in accordance with the rules and regulations set out by the Bangladesh Bank or any other Authority.	Powers and functions of Chairman
113.	The Chairman shall preside over all meetings of the Board of Directors and the general meetings of the Company	Meeting to be presided over by Chairman

VICE CHAIRMAN

114.1 The Directors shall elect a Vice Chairman. A person shall Vice Chairman become eligible to become a Vice Chairman of the Company if he attains the qualifications to become a Chairman set forth in the Articles. The Vice Chairman shall be elected for a period of 3 (three) years. A person retired as Vice Chairman is eligible for re-election as Vice Chairman.

114.2 Mr. Abdul Alim Khan Selim shall be the first Vice Chairman of the Company.

114.3 Powers and functions of the Vice Chairman may be Powers and decided by the Board in accordance with the rules and functions of Vice regulations set out by the Bangladesh Bank or any other Chairman Authority.

114.4 The Vice Chairman shall preside over the meeting of the Board and general meetings of the Company in absence of the Chairman.

the Vice
Chairman

PROCEEDING OF DIRECTORS

115.	The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.	Meeting of Directors
116.1	The Chairman or in his absence, the Vice Chairman may at any time convene a meeting of the Directors.	When meeting to be convened
116.2	Subject to the approval of the Board, the Managing Director may convene a meeting of the Directors.	
117.	Notice of the meeting given to a Director to the Address registered with the Company shall be deemed to be valid notice.	Notice
118.	Generally, 7 (seven) days' notice shall be given for meetings of the Director. In case of emergency, the Chairman may call a meeting at a shorter notice at his discretion.	Period of Notice
119.	Any accidental omission to give notice of any meetings of the Directors shall not invalidate any resolution passed at any such meeting.	Omission to give notice.
120	The quorum for a meeting of the Board shall be one-third of its total number of Directors (any fraction contained in that one-third being rounded off as one) for the time being actually present.	Quorum
121.1	All questions arising at any meeting of the Directors shall be decided by a majority of votes cast by the directors attended the meeting. In case of any equality of votes the Chairman of the meeting shall have a second or casting vote.	Voting by the Company Directors
121.2	A resolution passed without any meeting of the Directors of which notice has been given to all the Directors for the time being entitled to receive such notice and evidenced by writing under the hand of at least that number of Directors whose votes cast are	Resolution by circulation

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required to pass a resolution at a meeting of the Board pursuant to Article 121.1 above shall subject to the provision of the Act and these presents be as valid and effectual as a resolution duly passed at a meeting of the Directors called and held in accordance with the provisions of these presents. This Article shall apply equally to Committees appointed under Article 122. mutatis mutandis, subject to any modifications prescribed by the Directors in particular cases.

122. The Board may appoint an Executive Committee and any Committee or Committees (standing or otherwise) of to assist it in discharge of its functions and as are permissible under the rules and regulations framed by the Bangladesh Bank.

123. All acts done in any meeting of the Board or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it may afterwards be discovered that there was some defects and or lapses in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such Director or person had been duly appointed and was properly qualified.

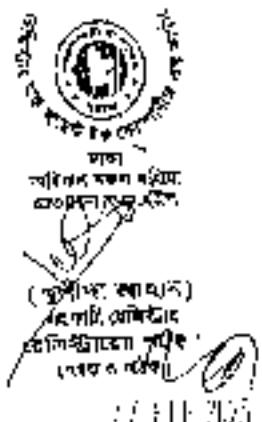
124. The Board shall cause minutes to be duly entered in a book provided for the purpose.

124.1 of the names of the Directors present at each meeting of the Board, and of any Committee appointed by the Board;

124.2 of all orders made by the Board and Committees and

124.3 of all resolutions and proceedings of meetings of the Board and Committees.

125. All such minutes shall be signed by the chairman of the meetings at the next succeeding meeting and all minutes purporting to be so signed shall for all purposes be prima facie evidence of actual passing of the resolutions recorded and the actual and regular



transaction or occurrence of the proceedings so recorded and of the regularity of the meeting at which the same shall appear to have taken place.

POWER OF DIRECTORS

126. The business of the Company shall be managed by the General Board who may pay all expenses of getting the Company registered and may exercise all such powers and do all such acts and things as the Company by its Memorandum or otherwise authorized to exercise and do and are not by these presents or by the Act directed or required to be exercised or done by the Company in General Meeting subject to nevertheless to the Provisions of the Act and of the Memorandum and of these presents and to any regulations not being inconsistent with the Act or the Memorandum or these presents from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

127. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents and so not in any way to limit or restrict any or all of these powers, it is hereby expressly declared that the Board shall have the following powers;

127.1 to pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company;

127.2 to purchase or otherwise acquire for the Company any property, right or privileges which the Company is authorized to acquire at such price and generally on such conditions they think fit;

127.3 at its discretion to pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, debenture stocks or other securities or the



Company and any such shares shall be issued as fully paid up, and any such bonds debentures, debenture stocks or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital not so charged;

- 127.4 to insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as it may think proper all or any part of the buildings, machinery, goods, stores, produce and other real and movable property of the Company either separately or jointly; also to insure and keep insured any portion of the goods, produce, machinery and other articles imported or exported by the Company and sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power;
- 127.5 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 Board may think fit;
- 127.6 to secure the fulfilment of any contract or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as it may think fit;
- 127.7 to attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company such conditions as to the transfer thereof as it may think fit;
- 127.8 to accept from any member on such terms and conditions as shall be agreed as surrender of his shares of stock or any part thereof;
- 127.9 to appoint any person or persons, whether incorporated or not to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purpose and to execute and



do all such acts and things as may be requisite in relation to any such trust and to provide or remuneration of such trustee or trustees;

- 127.10 to institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debt due or of any claim or demand by or against the Company ;
- 127.11 to refer any claim or demand by or against the Company to arbitration and observe and perform the awards ;
- 127.12 to act on behalf of the Company in all matters relating to bankrupts and insolvents ;
- 127.13 to make and give receipts, release and other discharges for money payable to the Company and for the claims and demands of the Company;
- 127.14 to determine from time to time who shall be entitled to sign on the Company's behalf bills, promissory notes, receipts acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents;
- 127.15 to invest and deal with any of the money of the Company not immediately required for the purpose thereof upon such securities and in such manner as they may think fit and time to vary or realize such investments;
- 127.16 to give to any Director, Officer or other person employed by the Company an interest in any particular business or transaction either by way of commission on the gross profit thereon or otherwise or a share in the general profits of the Company and such interest, commission or share of profits shall be treated as a part of the working expenses of the Company;
- 127.17 to provide for the welfare of employees or ex-employees of the Company and the wives and families



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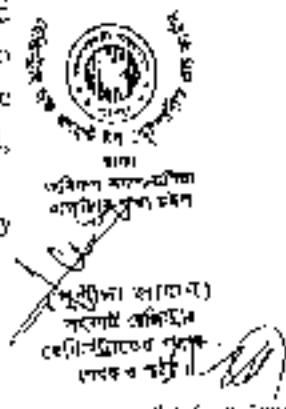
or the dependents or connection of such person by building or contributing to the building of houses or dwellings or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit;

127.18 to subscribe or grant money for any national, charitable, benevolent, public general or useful object or for any exhibition or to any institution, club, society or funds;

127.19 subject to any regulation from time to time imposed by the Authority or Bangladesh Bank, the Board may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper for depreciation or to a depreciating fund or as reserve to reserve fund or sinking fund or any special fund to meet contingencies or to repay debentures or for payment of dividends or for equalizing dividends or for repairing, improving, improving, extending and maintaining any part of the property of the company or for such other purposes as the Board may in their absolute discretion think conducive to the interest of the Company and the Board may invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by the Act) as the Board may think fit,

127.20 to appoint and at their discretion remove or suspend such officers or employees of the Company as they may from time to time think fit and to determine their powers and duties and fix their salaries, emoluments and remuneration and to require security in such instances and to such amount as they may think fit. And also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in such manner as they think fit,

127.21 at any time and from time to time by power of attorney



to appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents) and/or such period and subject to such conditions as the Board may from time to time think fit; and any such appointment if the Board think fit, may be made in favour of the members or any of the members of any local Board established as aforesaid, or in favour of any Company or firm or the members, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body or persons, whether nominated directly or indirectly by the Board, and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit;

127.22 generally subject to the provisions of the Act and these presents to delegate the powers, authorities and discretion vested in the Board to any person, firm or company as aforesaid;

127.23 any such delegate or attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretion for the time being vested in him;

127.24 to enter into all such negotiations and contracts and to rescind all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company ; and

127.25 to make rules consistent with the act and these presents to provide for all or any matters for which provision may be necessary or convenient for the purpose of giving effect to the provisions of these presents and the business functions, management and affairs of the Company.

128. The Board from time to time may delegate all or any of their power and authorities as aforesaid to Chairman, Delegation of power of the



Notary Public
Government of Bangladesh
Delegation of power of the

(পুঁজি আদান)
পুঁজি দলিল
কেন্দ্রীয় ব্যৱস্থা
১৯৭৮ খ্রিষ্টাব্দ
১৩৯৪ বঙ্গাব্দ

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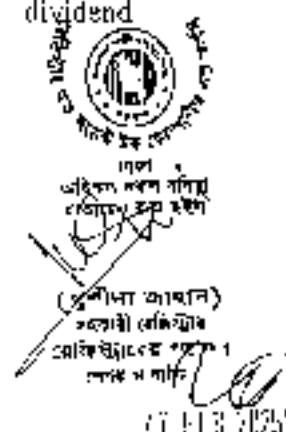
Vice Chairman, other Directors, Managing Director and Board
other Officers of the Company as it may deem fit and
proper

MANAGING DIRECTOR

- 129.1 The Managing Director of the Company shall be its Chief Executive who shall be appointed by the Board. The post of the Chief Executive of the Company may suitably be re-designated by the Board as it may deem fit and proper.
- 129.2 The Managing Director shall be selected from amongst suitable persons in accordance with the rules and regulations set out by the Bangladesh Bank.
- 129.3 The Managing Director shall hold office for term of not more than 3 (three) years which may be extended or renewed from time to time subject to the approval of the Bangladesh Bank.
- 129.4 The Managing Director shall be ex-officio Director of the Company.
- 129.5 The Managing Director shall not be required to hold any qualification share nor shall he subject to retirement by rotation or taken into account for determining the rotation for retirement of Directors.
- 129.6 The Managing Director shall exercise the powers as conferred upon him by the Board.

RESERVE AND DIVIDEND

- 130 The Board shall, in every year calculate the net profit of the Company for the year remaining after deduction of all general expenses (including provisions for payment of taxes and allocations to any appropriate reserves as may be decided or required by the Government or Bangladesh Bank) and dividend may be paid from the balance of net profit available.





131. The profit of the Company shall be divisible among the members in proportion to the shares held by them respectively. Division of profits

132. The Company in General Meeting may declare a dividend to be paid to the members according to their respective rights and interest in the profit and may fix the time for payment. The Company in General Meeting may declare a dividend

133. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profit of the year or any other undistributed profits and no dividend shall carry interest as against the Company. The declaration of the Board as to the amount of the net profit of the Company shall (subject to the certificate of the auditors) be conclusive. Power of the Board to limit dividend

134. The Board may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies. Interim dividend

135. The Board shall (subject to permission from relevant authorities) remit any dividend in foreign exchange after payment of local taxes if any, against shares subscribed in the foreign currencies. Remittances of dividend in foreign exchange

136. A transfer of share shall not pass the right to any dividend declared thereon before the registration of the transfer. Dividend on transferred shares

137. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register of Members in respect of the joint holding, every such cheque shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the members. Procedure of remittance of dividend

or persons entitled thereto the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.

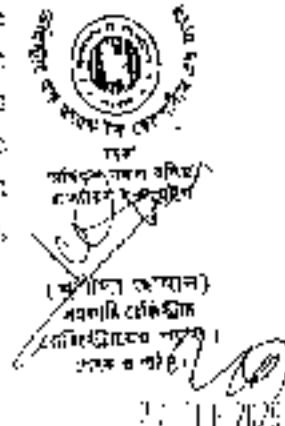
CAPITALIZATION

138. Dividends unclaimed for one (1) year after having been declared may be invested otherwise for the benefit of the Company until claimed and a dividend unclaimed for three (3) years after having been declared may be forfeited by the Board for the benefit of the Company provided, that the Board may at any time annul such forfeiture and pay such dividend.

139. Subject to the approval of the Bangladesh Bank as necessary, the Company in General Meeting may resolve that any money, investments or other assets forming part of the undistributed profits (including profits or surplus money arising from the appreciation in value of any capital assets of the Company) standing to the credit of the Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of the share premium account be capitalized by issue and distribution as fully paid-up shares, debentures, debenture stocks, bonds or other obligations of the Company. Such issue and distribution shall be made to among and in favour of members entitled thereto and in accordance with their respective rights and interest in the share capital.

THE SEAL

140. The Board shall provide for the safe custody of the seal and subject to the provisions hereinafter contained of the signature of certificate of title to shares to the Company, the seal shall never be used except by the authority previously given by the one (1) Director at least shall sign every instrument to which the seal is affixed and every such instrument shall be countersigned by the Managing Director or other person (if any) appointed by the Board, provided, nevertheless,



that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity of the Directors issuing the same.

141. The Company may, for its use outside Bangladesh have Seal abroad an official seal which shall be a facsimile of the common seal of the Company with the addition on its face of the name of the territory or place where it is to be used.

ACCOUNTS

142. The Board shall cause true accounts to be kept of : Accounts

142.1 all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place;

142.2 all banking business carried on by the Company; and

142.3 the assets, and liabilities of the Company and generally of all its commercial, financial and other affairs, transactions and engagements and of all other matters necessary for showing the true financial state and condition of the Company and the accounts shall be kept in English/Bangla in such manner as the Board may deem fit and the books of accounts shall be kept at the office or such other place or places as the Board think fit and shall be open to inspection by the Directors during normal business hours.

143. The Board shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member, not being Director, shall have any right of inspecting any accounts or books or documents of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting. Inspection by members of accounts and books of the Company



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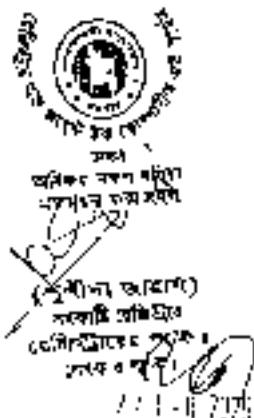
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144. Once at least in every calendar year the Board shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or in the case of a first account, since the incorporation of the Company and a Balance Sheet containing a summary of the property and liabilities of the Company made up to a date not more than nine (09) months before the meeting and every such Balance Sheet be accompanied by a report to be attached thereto of the Board as to the state and condition of the Company and as to the amount, if any, which they recommended to be paid out of the profits by way of dividend and the amount if any, set aside by them for the Reserve Fund, General Reserve or Reserve Account shown specifically in the Balance sheet or to be shown specifically in a subsequent Balance Sheet.

145. The profit and loss account shall include particulars showing the total of the amount paid, whether as fees, percentages of profit or otherwise, to the Directors as remuneration for their services and the total of the amount written off for depreciation. If any Director of the Company is by virtue of the nomination (whether direct or indirect) of the Company, a Director of any other company, any remuneration or the emolument received by him for his own use whether as a Director or otherwise in connection with the management of the other company shall be shown in a note at the foot of the account or in a statement attached thereto.

146. The Balance Sheet and the profit and loss account shall be signed by two (2) Directors and by the Managing Director or other person appointed by the Board and the Auditor's Report shall be attached to the Balance Sheet and profit and loss account or there shall be inserted at the foot of the Balance Sheet and the profit and loss account as reference to such Report. A copy of such Balance Sheet and the profit and loss account so audited together with a copy of the Auditor's Report shall at least fourteen (14) days before the meeting at which the same are to be laid before the members of the Company, be sent to every member of the Company and every debenture holder of whose address the





Company is aware and a copy of the same shall be deposited at the office for inspection by the members of the Company during a period of at least fourteen (14) days before that meeting.

147. After the Balance Sheet and the profit and loss account have been laid before the Company in General Meeting, three (3) copies thereof signed by the Managing Director or other person appointed by the Board shall be filed with the Registrar of Companies together with the annual list of members and summary prepared in accordance with the requirement of Section 36 of the Act.

Copies of Balance Sheet and profit and loss account shall be filed with the Registrar

AUDIT

148. Once at least in every year, the accounts of the Accounts to Company shall be examined and audited and the be correctness of the profit and loss account and Balance Sheet ascertained by one or more Auditor or Auditors.

149. The Company at each Annual General Meeting shall appoint an Auditor or Auditors with the approval of Bangladesh Bank being a Chartered Accountant or Accountants to hold office until the next Annual General Meeting and the following provisions shall have effect that is to say:

149.1 the Board may fill up any casual vacancy that may occur in the office of Auditor by the appointment of a person being a Chartered Accountant who shall hold such office until the next Annual General Meeting, but while any such vacancy continues, the surviving or continuing Auditors, if any, may act;

149.2 a Director or Officer of the Company, or a partner of or person in the employment of such Director or Officer or any person indebted to the Company shall not be appointed Auditor of the Company;

149.3 if any person after being appointed Auditor becomes indebted to the Company, his appointment shall thereupon be terminated;

149.4 the first Auditor of the Company may be appointed by the Board before the Statutory Meeting and, if so appointed, shall hold office until the first Annual General Meeting unless previously removed by a resolution of the shareholders in a General Meeting in which case the shareholders of such meeting may appoint Auditors;

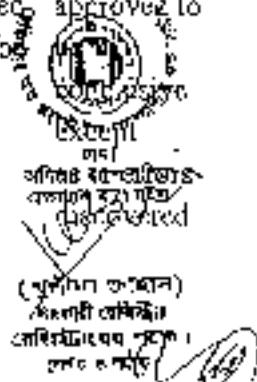
149.5 a retiring Auditor shall be eligible for re-appointment; if permissible;

149.6 no person other than a retiring Auditor shall be capable of being appointed in the office of Auditor at an Annual General Meeting unless notice of any intention to nominate him be given to the Company not less than fourteen (14) days before the day appointed for the holding of such Annual General Meeting and in respect of such notice the provisions of Section 210(6) of the Act shall be complied with.

150. The remuneration of the Auditors of the Company shall be fixed by the Company in General Meeting except that the remuneration of any auditors appointed before the Statutory Meeting or to fill any casual vacancy may be fixed by the Board.

151. The Auditors of the Company shall be entitled to receive notice of and to attend any General Meeting of the Company at which any account which has been examined or reported by them is to be laid before the Company and may make any statements or explanation they desire with respect to the accounts.

152. Every account when audited and approved by a General Meeting shall be conclusive except as regards any error discovered later within three (3) months after the audited and approval thereof. Wherever any error is discovered within that period the account shall forthwith be corrected and henceforth shall be conclusive.



1. 1. 1. 2022

NOTICE

153.1 A Notice (which expression shall be deemed to include and shall include any summons, notice, process, order, judgment or any other document in relation to or in the winding up of the Company) may be given by the Company to any member either personally or by sending it by post (airmail where appropriate) to him at his last address registered with the Company.

153.2 Where Notice is sent by post, the service of such Notice shall be deemed to be effected by properly addressing, prepayment and posting a letter containing the Notice and, unless the contrary is proved, to have been effected at the time at which the letter would have been delivered in the ordinary course of post.

154. If a member has no registered address and has not supplied to the Company an address for the giving of Notice to him a Notice addressed to him and advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served upon him on the day on which the advertisement appears. Notice on members having no registered address

155. A Notice may be given by the Company to the joint holders of a share by giving the same to the joint holder named first in the Register of Members in respect of the share. Notice to joint holders

156. Notice of every General Meeting shall be given in such manner hereinbefore authorized to;

156.1 every member of the Company, including bearers of share warrants except those members who have not supplied to the Company an address for the giving of Notice to them;

156.2 every person entitled to a share in consequence of the death or insolvency of a member who, but for his death or insolvency would be entitled to receive Notice of the



meeting.

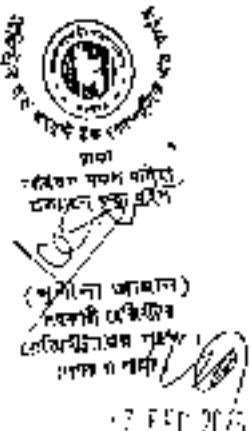
157. Any Notice to be given by the Company shall be signed by the Secretary or such Officer as the Board may appoint. Such signature may be written, printed or lithographed. Notice by Company and signature thereto

158. Every person who by operation of law, by way of transfer or by other means whatsoever, shall become entitled to any share, shall be bound by every Notice in respect of such share which previous to his name and address and title to the share being notified to the Company shall have been duly given to the person from whom he derives his title to such share. Transferee etc. bound by grant of Notice

WINDING UP

159. Subject to the provisions of these presents if the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the share held by them respectively. And if in a winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares upon special terms and conditions. Distribution of assets

160. If the Company shall be wound up (whether voluntarily or otherwise), the liquidators may, with the sanction of an Extra-ordinary Resolution, divide amongst the contributors in specie or kind any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company on trustees upon such trusts for the benefit of the contributors or any of them as the liquidators with the like sanction shall think fit. Distribution in specie or kind



SECRECY CLAUSE

161. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board it would be inexpedient in the interest of the Members of the Company to communicate to the public. Secrecy clause

162. Subject to law and directives of Bangladesh Bank, the Company shall keep secret and confidential all transactions with its clients. Secrecy of clients transaction

163. Every Director, Manager, Auditor, Trustee, Member of a Committee, officer, servant, agent, or other persons employed in the business of the company shall, if so required by the Board of Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the company with its customers and the state of accounts with individuals and in the matter relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors or any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in this present contained or the law of the land.

INDEMNITY AND RESPONSIBILITY

164. Subject to the provisions of Section 102 of the Act, every Director of the Company, including the Chairman, Vice Chairman, Managing Director or Officer (whether Manager, Secretary or other Officer) or employee of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all cost, losses and expenses, including travelling and Directors and others right to indemnity



living expenses which the Chairman, Vice Chairman, Managing Director, Director, Officer or employee aforesaid may incur or become liable for by reason of any contract entered into or act or deed done by him in such capacity or in any way in the proper discharge of his duties.

165. Subject as aforesaid every Director, including the Chairman, Vice Chairman, Managing Director or Officer of the Company shall be indemnified against any liability incurred by him in defending any proceeding (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 396 of the Act in which relief is given to him by the court.

ARBITRATION

166. Any dispute arising among the members themselves or between a member and the Board as to the true interpretation of these Articles or the implication thereof shall be referred to the auditor for the time being of the Company or to a board of arbitrators constituted with a nominee from each of the aggrieved parties and the award of the auditor or arbitrators as the case may be shall be binding upon the parties to the arbitration.

AMENDMENT OF ARTICLES

167. The Articles of Association of the Company cannot be changed without the prior permission of the Bangladesh Bank.

