# THE COMPANIES ACT, 1994
## (ACT XVIII OF 1994)

## A PRIVATE COMPANY LIMITED BY SHARES

# MEMORANDUM

# &

# ARTICLES OF ASSOCIATION

# OF

# BMTF Apparels Ltd.

**THE COMPANIES ACT, 1994**
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**MEMORANDUM OF ASSOCIATION**
**OF**

# BMTF Apparels Ltd.

**I.** The name of the company is **BMTF Apparels Ltd.**

**II.** The registered office of the company shall be situated in Bangladesh

**III.** The objects for which the company is established are all or any of the following (all objects will be implemented after obtaining necessary permission from the Government/concerned authority/competent authority before commencement of the business):

| | |
|---|---|
| **1** | To establish Ready-made Garments Factory for making male wears, female wears and children wears of various kinds size and designs made of cotton yarn, nylon yarn, polyester, silk artificial silk and other fibre materials and also to buy, sell, import, export and other-wise deal and cotton yarn, silk, artificial silk, nylon or other fibre materials and also the products and by products made thereof, Processing, Bleaching, Dyeing, Fabric Printing, Packing, and carrying. To carry on the business of Washing the Cotton, Viscose, Silk, Woolen, Synthetic and others Cloth and dress and supply the same as per order of local foreign Customers. To import machinery for set up and establish washing and Dyeing plant and import the raw materials & chemicals for use the same plant. |
| **2** | To carry on the business of Designing, Manufacturing, Dyeing, Printing, Washing Plant, Knitting, Woven, and marketing ready-made Woven & Knit Garments including all kinds of casual ware and Ladies and Gents of which requisites to made of both synthetic and non-synthetic materials produced by mechanized, semi-mechanized means for importing and exporting from and to countries of the world, and to establish and operate knit, woven, garments and composite Textile Mills, Spinning Mills, Sizing, Dyeing or Printing mills, finishing mills both for manufacturing of knit and woven Garments, Sweaters, and finished product of knit and woven garments for 100% export purpose. |
| **3** | To buy, sell, export, import, indent, promote and deal with sewing thread, collar bone, embroidery thread, buttons, hooks, plastic clips, chains, labels, printed or plain boxes and any other items those may be required for raw materials, packing materials and garments industry in abroad. Operate Knit composite mills, textile mills, sizing, dyeing or printing mills, and finishing mills both for manufacturing of knit and woven fabrics made of cotton, synthetic, woolen, rayon and any other fibers for 100% export purpose. To carry on the business of designing, manufacturing, dyeing, printing and marketing readymade woven & knit garments including all kinds of casual and formal ware and Ladies and Gents, garments and requisites made of both synthetic and non-synthetic materials produced by mechanized, semi-mechanized means for importing and exporting from and to countries of the world. |
| **4** | To Set up, establish, build, construct, run, manage and install textile mills, cotton mills, weaving, dyeing and finishing facilities, garments factory and any other like business of spinning, knitting and or otherwise manufacturing, bleaching, merchandising, calendaring, finishing and selling domestic method or export of cloth, yarns and other like nature of goods and merchandise. To set up a Sweaters Factory for various design Sweaters works of Men wear & Women's and Children's wears of various kinds, sizes and designs made of cotton, yarn, nylon, polyester, silk, artificial silk and other fibrous materials and also to buy, sell, import and export otherwise deal in cotton, yarn, silk, artificial silk, nylon or other fibrous materials and also the products and by-products made thereof, to set up and establish a Buying house, buying and selling of Garments on behalf of foreign principals and also Transferring LCs. |

| | |
|---|---|
| **5** | To set up handlooms, power looms, knitting machines for the weaving of all kinds of textiles and yarn and for knitting and weaving any variety of cloths and fabrics industry for manufacturer of knitting, fabrics, textiles weaving, finishing, dyeing, printing & packaging, processing, pressing, cutting, packing, baling, storing and otherwise generally manufacturing and dealing synthetic polyester, denim & rayon yarn, fabrics, fleece inter lock sweater washing plant, mineral water and any other products for export in any parts of the world and also for the consumption in this country. To carry on the business of the development of composite Textile Mills, Packaging industries, Garments Accessories Industries, Spare parts Import and Export for Textile and Garments, Printing Industries, Labeling Industries, Tools & Spare Parts Industries for Textiles & Garments, Dyes Chemical Industries. |
| **6** | To carry on the business of Designing, Manufacturing, buy, sell, export, import, indent, promote and deal with all types of military related apparel and clothing items like all types of Military Head gears, Eye gears, Respiratory protective gears, Hearing and communication gears, Uniform and related clothing, Web equipment, Pouch, Bulletproof dress, Rain coat, Winter coat, Fire Proof clothing and Overall, Rain/winter/Fire proof Foot guards, Socks made of Synthetic, silk, artificial Silk, Leather, plastic, Military/civil hand gloves, Footwear (fabric and leather), all types of Rank Badges, Formation Sign, Identification Sign and Decorative Insignia of Metal/Non-metal/Embroidery, Tent, Camouflage Net/Shelter, Ground Sheet, Bivouac, Haversack, Rucksack, Backpack. |
| **7** | To carry on the business of Importing, Exporting, Selling and stocking of Garments, Knit wears, Yarns, Hosiery Fabrics, Dyes Chemicals, Organic Chemical Industries, Pharmaceuticals Chemical Industries, Machinery Manufacturing Industries for Textiles, Spinning, Woven & Sweater Parts and Spares of machinery, Textiles Machinery, Garments Machinery, Agents, Buying House, Agent Commission, Service Charge from Foreign Buyer Agent and any other goods merchandise on order to run a smooth day to day operation of the business unit, and to carry on the business of Manufacture, Produce, Import, Export, and general order suppliers of all kinds Knit wears such as poly poplin Bags, sewing thread, Buttons, Woven and satin Labels, Interring, Zippers, Shoulder pads, Metal clip, Plastic Polymer, Adhesive tape, Cello tape, Tag pin, Back Board, Cottons, Plastic hanger, plastic clip, hand tags and any other raw materials which are used in manufacturing 100% Export oriented Ready-made Garments. |
| **8** | To attain the business objectives company may enter into Partnership, Joint-venture, take over or Amalgamate with any other company and also to take Loans from Bank/other Financial Institutions in such a manner as may company thinks fit. |
| **9** | To mortgage the property and assets of the company as securities for loans and/or any credit facilities to be given to any associate company or companies or third party and also to give guarantee securing liabilities of such associate company or companies and/or third party. |

**IV.** The liability of the members of the company is limited by shares

**V.** The Authorized Share Capital of the Company is TK. 250000000 ( Twenty Five Crore ) divided into 2500000 ( Twenty Five Lac ) Ordinary Shares of TK 100 ( One Hundred ) each with power to increase or reduce the capital and to divide the shares into different classes and to attach thereto any special right or privileges or conditions as regards dividends, repayment of capital, voting or otherwise or to consolidate or sub-divide the shares.

We, the several persons, whose names addresses are subscribed below are desirous of being formed into a company in accordance with this **Memorandum of Association** and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names.

| SL No. | Name | Position | No. of Shares Taken | Signature of subscribers |
|---|---|---|---|---|
| 1 | **Entity Name: The Bangladesh Machine Tools Factory Ltd.**<br>Represented By: Managing Director, Major General Md Naheed Asgar, BSP, ndc, afwc, psc<br>Address: E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur | Share Holder | 99998<br>( Ninety Nine Thousand Nine Hundred Ninety Eight shares) | sd/- |
| 1 | **Name : Major General Md Naheed Asgar, BSP, ndc, afwc, psc**<br>Father's Name : Altafur Rahman<br>Mother's Name : Nurun Nahar<br>Address : E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur<br>Date of Birth : 30-NOV-70<br>E-mail : md@bmtf.com.bd<br>Phone : 01769041000<br>TIN : 358478559137<br>NID/Passport No. : 9138429106<br>Nationality : Bangladeshi | Chairman | 1<br>( One shares) | sd/- |
| 2 | **Name : Brigadier General Khaled Shams, SUP, ndc, psc**<br>Father's Name : Shams Uddin Ahamed<br>Mother's Name : Achia Ahamed<br>Address : E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur<br>Date of Birth : 01-FEB-72<br>E-mail : bmtfdmd@gmail.com<br>Phone : 01769041006<br>TIN : 276448644096<br>NID/Passport No. : 5989678072<br>Nationality : Bangladeshi | Managing Director | 1<br>( One shares) | sd/- |

| **Witness 1** | **Witness 2** |
|---|---|
| Name : Mitu Basak, Advocate | Name : Md. Jahid Hossain |
| Address: Shawon Tower 2/C Purana Paltan(7th Floor), C-2, Dhaka | Address: House-35/B, Road-04, Nabinagar Housing, Mohammadpur, Dhaka |
| Phone : 01676347390 | Phone : 01580585239 |
| NID : 8667784857 | NID : 3302618214 |

**THE COMPANIES ACT, 1994**
**(ACT XVIII OF 1994)**

**A PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**
**OF**

# BMTF Apparels Ltd.

## PRELIMINARY

1. The Regulations contained in Table "A" in the First Schedule of the Companies Act, 1994 with respect to such provisions as are applicable to Private Limited Companies shall apply so far only as they are not negative by or are not contained in the following Articles or any other Articles that may from time to time be framed by the Company;

## INTERPRETATION

2. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which the Articles become binding on the Company. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith:

3. "The Act" means the Companies Act, of 1994;
   "Army" The Bangladesh Army is the land forces branch of the three defense service of the Bangladesh Armed Forces.
   "BMTF" means "The Bangladesh Machine Tools Factory Limited" is a state owned limited company under the management of Bangladesh Army.
   "Secretary" means a person appointed as Secretary of the Company under the Act, engaged for official purpose.
   "Dividend" includes Bonus Shares.
   "Month" means Gregorian calendar month.
   "Seal" means a common seal of the Company.

4. "Auditor" means the person(s) or firm for the time being performing the duties of the Auditor of the Company. "Chairman" means the Chairman of the Company. "Managing Director" means the Managing Director of the Company and "CEO" means the Chief Executive Officer appointed as such for the time being of the Company. "Board" means the Board of Directors of the Company; "Company" means the BMTF Apparels Ltd.; "Director" means the Board of Directors; "Independent Director" means a non-executive director of a company in improving corporate credibility and governance standards appointed.

5. "Government" means the Government of the People's Republic of Bangladesh; "In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in a visible form. Words importing the singular number only include the plural number and vice versa. Words importing the masculine gender only include the feminine gender.

## PRIVATE COMPANY

The Company is a Private Limited Company within the meaning of Section 2 (1) under Clause (Q) of the Companies Act, 1994 and accordingly the following shall apply: a) No invitation shall be issued to the public to subscribe for any shares and debenture of the Company. b) The number of the members of the Company (exclusive of persons in employment of the Company) shall be limited to fifty provided that for the purpose of this provision where two or more persons hold one or more shares jointly in the Company they shall be treated as single member. c) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing.

**BUSINESS**

7. The Company shall be entitled to commence its business from the date of Commencing Certificate for Commencement of Business or from any other date as may be decided by the Board of Directors.

**SHARE CAPITAL**

8. The Authorized Share Capital of the Company is TK. 250000000 ( Twenty Five Crore ) divided into 2500000 ( Twenty Five Lac ) Ordinary Shares of TK 100 ( One Hundred ) each

9. The Company has power from time to time to increase or reduce its Capital and to divide the shares in the Capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such right, privilege, conditions or restrictions in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provisions for the time being in force in that behalf.

10. Subject to the provisions of the Act and these Articles, the Board shall have power to issue warrants or other instruments which may entitle the holders thereof to subscribe to equity shares or Convertible Debentures at a price and on such terms and conditions as the Board may deem fit.

11. Subject to the provisions of the Act and in particular of these Articles, the shares 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 such person in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and proper, and with full power to give to any person the option to be allotted shares of the Company either at par or at a premium, such option being exercisable at such time and for such consideration as the Directors think fit. Provided that the option or right to call on shares shall not be given to any person or persons without the sanction of the Company in Board meeting.

12. Any unclassified shares of the Company for the time being (whether forming part of the original capital or of any increased capital of the Company), may be issued either with the sanction of the Company in General Meeting or by the Board, with such rights and privileges annexed thereto and upon such terms and conditions as the General Meeting sanctioning the issue of such shares may direct, and if no such direction shall be given and in all other cases as the Directors shall determine and in particular, such shares may be issued with a preferential or qualified right to

dividends and in distribution of assets of the company and preference shares may be issued on the terms that they are or at the option of the Company are liable to be redeemed.

13. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is entered on the register of members shall for the purpose of these articles be a member.

14. The Company shall be entitled to treat the person whose name appears on the register of members as the holder of any Shares or other securities or whose name appears as the beneficial owner of shares or other securities in the records of Depository, as the absolute owner thereof.

15. The Company shall have a power, subject to and in accordance with all applicable provisions of the Act to acquire/purchase and hold or resell any of its, fully or partly paid Shares on such terms and conditions and up to such limits as may be determined by the Board or prescribed by law from time to time and make a payment out of capital in respect of such acquisition/purchase.

**INCREASE OF SHARE CAPITAL**

16. The Company in General Meeting may from time to time by ordinary resolution increase its authorized capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. Provided that the Board may increase the paid-up share capital of the Company up to the authorized share capital.

17. The new shares may 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, as the directors shall determine, and in particular such shares may, subject to any special rights for the time being attached to any existing class of shares, be issued with preferred, deferred or other special rights, or such restriction, whether in regard to dividend, return of capital, voting or otherwise as may from time to time be determined.

18. Except so far as otherwise provided by the conditions of issue or by their Articles any capital raised by the creation of new shares shall be considered part of original capital. The right of the shareholders to the new shares shall be pro-rata based on their existing shareholding ratio, Allotment of new shares to the shareholders shall be in the manner so that the percentage ownership of each shareholder remains unchanged unless the ratio is change by the shareholders general meeting, and all shareholders shall pay for and take-up their respective allotments or shall renounce their rights to subscribe such further shares in favor of other shareholders within 15 (fifteen ) days from the date of the resolution of the Board of Directors authorizing the allotment and issue of such new shares.

Upon the expiry of the 15 (fifteen) days period, if the shares so allotted shall not have been paid for and taken-up or renounced, the remaining shareholder(s) shall have an option of paying for and taking-up the said shares at the price at which they were allotted or may assign the option to a third party which is not competitive with either shareholder and is mutually acceptable to the shareholders. The Company may by ordinary resolution:

20. a) Consolidate and divide all of its share capital into shares of larger amount then its existing shares;

21. b) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled; or Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the act), and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach the un issued or new shares. Subject to confirmation by the Court, the Company may by special resolution reduce its share capital in any manner authorized by the Act.

22. None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company and the Company shall not, except to the extent permitted by the Act, give any financial assistance for the purpose of, or in connection with any purchase of shares in the Company.

**SHARE CERTIFICATE**

23. The certificates of title to the shares shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (i) two Directors duly authorized by the Board of the Company for the purpose or the committee of the Board, if so authorized by the Board (provided that if the composition of the Board permits one of the aforesaid two Directors shall be a person other than the managing or whole-time Director) and (ii) the Secretary or some other person appointed by the Board for the purpose. Particulars of every share certificate issued shall be entered in the Register of Members against the said person to whom it has been issued indicating the date of issue.

24. A Director shall be deemed to have signed the share certificate if his signature is printed thereon as a facsimile signature by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, or digitally signed, but not by means of a rubber stamp, provided that the Director shall be personally responsible for permitting the affirmation of his signature thus and the safe custody of such machine equipment or other material used, for the purpose. Provided always that notwithstanding anything contained in this Article, the certificates of title to shares may be executed and issued in accordance with such other provisions of the Act, or the rules made there under, as may in force for the time being and from time to time.

**CALL ON SHARES**

The Board of Directors may from time to time, (by a Resolution passed at the meeting of the Board and not by Circular Resolution) but subject to the conditions hereinafter mentioned, make such calls as they think fit, upon the members in respect of all monies unpaid on the shares held by them respectively (whether on account of the capital value of the shares or by way of premium) and which are not by the condition of the allotment, made payable at fixed times and each members shall pay the amount of every call so made on him to the persons and at the times appointed by Directors. The call may be revoked or postponed at the discretion of the Board. Where any calls are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purposes of this Article, share of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class;

26. At least 30 (thirty) days notice of every call, otherwise than an allotment, shall be given specifying the time of payment, provided that before the time for payment of such call the Directors may, by notice in writing to the members, revoke the same. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed and may be made payable by those members whose names appear on the Register of Members on such date, or, at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.

**FORFEITURE, SURRENDER AND LIEN**

27. If any member fails to pay any call or installments on or before the day appointed for the payment of the same the Directors may at any time there after during such time as the call or installments remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may have accrued all expenses that may have been incurred by the Company by reason of such non-payment.

28. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time at the place appointed, the shares in respect of which such call was made or installments is payable will be liable to be forfeited.

29. If the requisitions of any such notice as aforesaid are not complied with, any of the shares in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited, by a resolution of the Directors to that effect.

30. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture or the persons entitled to the share by transmission, as the case may be and an entry of the forfeiture with the date thereof shall forthwith be made in the Register but no forfeitures shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

31. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot or otherwise dispose of the same in such manner as fit. The Directors may at time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions

as they think fit.

32. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, installment, premiums and expenses, owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment at ten per cent per annum, and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

33. The forfeiture of share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights, incident to the share, except only such of those rights as by these Articles are expressly saved.

34. A duly verified declaration in writing that the declaration is a Director of the Company, and that certain shares in the Company have been duly forfeited, on a date stated in the declaration, shall be conclusive evidence of the facts therein as against all persons claiming to be entitled to the shares and such declaration together with the certificate of title to the shares under the seal delivered to a purchaser or allotment thereof, shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

35. The Company shall have a first and paramount lien upon all shares, other than fully paid up shares, registered in the name of each number (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys called or payable at a fixed time in respect of such shares (whether by such manner solely or jointly with any other person) whether the due date for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition as provided herein-before, Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

36. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such fixed time as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, or other legal representatives, if any default shall have been made by him or them in the payment, fulfillment or discharge of such debts liabilities of or engagements for seven days after such notice.

37. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such member and residue, if any, paid to such members, his executors administrators, or other legal representatives, provided always that the Company shall be entitled to a lien upon such residue in respect of any debts, liabilities or engagements the due date for the payment or discharge

where of shall have not arrived like to that which it had upon the shares immediately before the sales thereof.

38. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Directors may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchasers name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition nor be impeached by any person, and remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

39. Where any shares under the power in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered.

**TRANSFER AND TRANSMISSION OF SHARES**

40. Subject to the provisions of the Act, no transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no certificate is in existence, the letter of allotment of the shares. The instrument of transfer of any share shall specify the name and address both of the transferor and of the transferee, and the transferor shall be deemed to remain the member in respect of such share until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

41. Application for registration of the transfer of a share may be made either by the transferor or the transferee that, where such application is made by the transferor, no registration shall, in the case of a partly-paid share be effected unless the Company gives notice of the transferee in the manner prescribed by the Act and subject to the provisions of these Articles the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.

42. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form or as near thereto as circumstances will admit. No transfer shall be made to an infant or persons of unsound mind but transfer can be made to anybody corporate.

43. Every instrument of transfer shall be left at the registered office of the Company for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Directors may require to prove title of the transferor or his

right to transfer the shares, and upon payment of the proper fee, the transferee shall (subject to the Directors right to decline to register as hereinafter mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any Certificate upon evidence satisfactory to them of its loss or destruction or otherwise.

44. The Board of Directors may decline to register any transfer of shares, not being fully paid-up, on which the Company has a lien and in such a case may refuse to register the transfer to the transferee of whom they do not approve.

45. If the Directors refuse to register the transfer of any shares, the Managing Director shall, within two months from the date on which the instrument of transfer as lodged with the Company send to the transferee and the transferor notice of the refusal. All Instruments of transfer, which shall be registered, shall be retained by the Company but any Instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same. Any instrument of transfer may be destroyed after three years.

46. No fees will be charged for transfer of any share. The transfer books and register or members may be closed during such time as the Board of Directors think fit, not exceeding in total forty five days in each year and not exceeding thirty days at a time.

**BORROWING POWERS**

47. The Board of Directors may from time to time raise or borrow from any person, bank or company and may themselves lend, any sum or sums of money for the purposes of the Company.

48. The Board of Directors may secure the payment of the money in such manner, and upon such terms and conditions in all respect as they think fit, and in particular by issue of debentures or debenture stock or ponds of the Company charged upon all its properties as deemed justified or by making, drawing, accepting or endorsing on behalf of the Company any promissory notes, or bills of exchange or giving or issuing and other security of the Company or by mortgage or charge of all or any part of the property of the Company both present and future, including its uncalled capital for the time being and the Directors may on behalf of the Company guarantee the whole or any part of any loans or debts incurred by the Company.

49. Debentures, debenture stock, bonds, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Any debentures, debenture stock, bonds and other securities may be issued at discount, premium or otherwise and with any special privilege as to redemption, surrender, drawings allotment of shares, attending and voting at General Meeting of the Company, appointment of Directors and otherwise.

The Board of Directors shall cause a proper Register to be kept in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Act, in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the Act, as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office, and the requirements of the Act, as to giving intimation of the payment of satisfaction or any charge or mortgage created by the Company.

51. Every Register of holders of debentures of the Company may be closed for any period not exceeding in the whole thirty days in any year. Subject as aforesaid every such Register shall be open to the inspection of the registered holder or any such debentures and of any reasonable registrations so that at least two hours in each day when such Register is open appointed for inspection.

52. Subject to provision of the Act, no transfer of registered debentures shall be registered unless a proper instrument of transfer duly stamped and executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the debentures.

53. If the Board of Directors refuse to register the transfer of any debentures, they shall, within six weeks from the date on which the instrument of transfer was lodged with the Company send to the transferee and the transferor notice of the refusal.

54. The Company shall comply with the provisions of the Act, as to allowing inspection of copies kept at the registered office in pursuance of the Act, and as to allowing inspection of the Register of the Mortgage to be kept at the registered office in pursuance of the Act.

55. The Company shall comply with the provision of the Act, as to supplying copies of any Registered of holders of debentures or of any trust deed for securing any issue of debentures.

56. If any uncalled capital of the Company be included in or charged by any mortgage or other security, the Directors, may, by instrument under the Company's seal authorize the person in whose favor such mortgage or security is executed, or any either person in trust for him, to make calls on the members in respect of such uncalled capital and the provisions herein before contained in regard to call shall mutatis mutandis, apply to calls made under such authority, and such authority may be made exercisable either conditionally or, unconditionally and either presently or contingently and either to the exclusion of the Director's Power or otherwise and shall be assignable if expressed so to be.

## ALTERATION OF CAPITAL

57. The Directors may, with the sanction of the Company, in general meeting increase the share capital by such sum to be divided into shares of such amount, as the resolution shall prescribe. The Company may, by special resolution, reduce its shares capital in any manner and subject to any incident authorized and consent required by law.

## DIVIDEND AND RESERVE

58. The Directors may from time to time before recommending any dividend set apart

any and such portion of the profits of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends, for repairing, improving or maintaining any of the property of the Company, and for such other purposes of the Company as the Directors in their absolute discretion think conducive to the interests of the Company, and may invest the several sums so set aside upon such investment (other than shares of the Company) as they may think fit and from time to time deal with and very such investment, and dispose of all or any part thereof for the benefit of the Company.

59. And may divide the Reserve Fund into such special funds as they think fit, with full power to employ the Reserve Funds or any parts thereof in the business of the Company and that without being bounds to keep the same separate from the other assets.

60. The Directors may, from time to time before recommending any dividend, set apart any and land such portion of the profits of the Company as they think fit as a Depreciation Fund applicable at the discretion of the Directors, for providing against any depreciation in the: investments of the Company or for re-building, restoring, replacing or for altering any part of the buildings, work-plant machinery, or other property of the Company destroyed or damaged by fire, flood, stork, tempest, earthquake, accident, riot, wear and tear, or any other means whatsoever or for repairing, altering or keeping in good condition the property of the Company or for extending or enlarging the building, machinery and property of the Company with full power to employ the assets constituting such Depreciation Fund in the business of Company and that without being bound to keep the same separate from the other assets.

61. All moneys carried to the Reserve Fund and Depreciation Fund respectively shall nevertheless remain and the profits of the Company applicable subject to due provision being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may be invested by the Directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Directors may from time to time think proper.

**STATUTORY MEETING**

62. The statutory meeting of the Company shall, as required by the Act be hold at such time not being less than one month nor more than six months from the date at which the Company shall be entitled to commence business and at such place as the Directors may determine, and the Directors shall comply with the other requirements of that section as to the report to be submitted and otherwise.

**QUORUM (AGM)**

63. 2 (Two) members shall be transacted in any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. 2 (Two) members present in person and entitled to vote, shall form a quorum for any general meeting of the Company, if within half an hour from the time appointed for the holding of a meeting of the Company a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Directors may determine. No quorum shall be necessary at the adjourned meeting.

**QUORUM (Board Meeting)**

64. 2 (Two) Directors present in person and qualified to vote shall form a Quorum in any Board meeting. Whenever the Board of Directors think it necessary, it may call a General Meeting, whether ordinary or extra-ordinary at such time (subject to the provisions of Section 84 of the Act ) and place as the Board thinks fit.

**GENERAL MEETING**

65. The first General Meeting shall be held within eighteen months from the date of incorporation of the Company and thereafter a General Meeting shall be held once at least in every calendar year at such time not being more than fifteen months after the holding of last proceeding General Meeting, and at such place as may be determined by the Directors.

66. The General Meetings referred to in the last preceding Article shall be called Ordinary Meeting; all other meetings of the Company shall be called Extraordinary Meetings.
The Directors may, whenever they think fit and they shall on the requisition of the holders of not less than one tenth of the issued capital of the Company, upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company and in the case of such requisition the following provisions shall have effect:

67. a) The requisition must state the objects of the meeting and must be signed by the requisitions and deposited at the office and may consist of several documents in like form each signed by one or more requisitions.

68. b) If the Directors of the Company do not proceed within twenty one days from the date of the requisition being so deposited to cause a meeting to be called the requisitions or a majority of them in value may themselves convene the meeting, but any meeting, so convened shall not be held after three months from the date of the deposit of the requisition.

69. c) Any meeting convened under this Article by the requisitions shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors but shall be held at the office.
d) A requisition by joint holders of share must be signed by all such holders.

70. Not less than fourteen days notice to the members specifying the place day and hour of the meeting, with a statement of the business to be transacted at the meeting shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided and with the consent in writing of all the member entitled to receive notice of some particular meeting, the meeting may be converted by a shorter notice and in any manner they think fit. Provided always that not less than twenty one day¿s notice be given of a meeting to pass a Special Resolution specifying the intention to propose the Resolution as a Special Resolution but if all the members entitled to attend and vote at any such meeting so agree resolution may be proposed and passed as a Special Resolution at meeting of which less than twenty -one day¿s notice given.

The accidental omission to give any such notice to or the non-receipt of notice by

71. any of the members shall not invalidate the proceedings at any such meeting. The Director/Member who is absent from the country shall be deemed to have been properly notified if the notice is sent to his local address.

## PROCEEDING AT GENERAL MEETING

72. The business of an Ordinary Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and of the Auditors, to elect Director in the place of those retiring by rotation, to elect Auditors, to declare dividends and to transact any other business, which under these articles and under the Act ought to be transacted at an Ordinary Meeting and all business transacted at an Extra-Ordinary Meeting shall be deemed special.

73. The quorum and voting right in the General Meeting for all purposes will fixed by the Board of Directors and Directors will only have the voting power. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of business.

74. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting if convened upon such requisition as aforesaid shall be dissolved but In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum be not present, those members who are present and not being less than two shall be quorum and may transact the business for which the meeting was called.

75. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman, shall, both, on a show of hands and at the poll, have a casting vote in addition to the votes to which he may be entitled as a member.

76. At a General Meeting a resolution put to the vote of 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 in accordance with the provisions of the Act, and unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands been carried, or carried unanimously, by a particular majority, or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without prove of the number or proportion of the votes, recorded in favor of, or against that resolution.

77. If a poll be 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 or otherwise, and result of the poll shall be deemed to be the resolution of the meeting at the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

78. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll is demanded. The Chairman of a General Meeting may with the consent of the meeting adjourn

the same 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.

**VOTE OF MEMBERS**

79. Subject to any special rights and restrictions as to voting upon which any shares may be held, on a show of hand every member present in person or by proxy or by attorney or representative of a corporation appointed in accordance with the provisions of the Act, shall have one vote and upon a poll every member present in person or by proxy or by attorney or a representative under the Act shall have one vote for every share held by him, provided that no company shall vote by proxy so long as a resolution of its directors under the provision of the Act is not in force.

80. Where a company registered under the provisions of the Act is a member of the Company, a person duly appointed to represent such company at a meeting of the Company in accordance with the provisions of the Act, shall not be deemed to be a proxy, and the production at the meeting of a copy of such resolution duly signed by Chairman of such company and certified by him as being a true copy of the resolution shall on production at the meeting be accepted by the company as sufficient evidence of the validity of his appointment.

81. Any person entitled under the Transmission Article to transfer any shares, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non-composes, he may vote whether by a show of hands or at a poll by his Committee of curators or other legal curator and such last mentioned persons may give their votes by proxy.

82. Where there are joint registered holders of any share any one of such persons may vote at any meeting either personally 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 either personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint-holders thereof.

83. Votes may be given either personally or by proxy, or, in the case of a company, by a representative duly authorized as aforesaid.
The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorized in writing or of such appointer as a corporation under its common seal or the hand of its Attorney. A proxy who is appointed for a specified meeting only shall be called a Special proxy. Any other proxy shall be called a General Proxy. No person shall be appointed a Special Proxy who is not a member of the Company and qualified to vote.

84. The instrument appointing a proxy, the Power of Attorney or other. authority, if

any, under which it is signed or a notarial certified copy of that Power of Attorney, shall be deposited at the office not less than seventy-two hours before the time for holding the meeting at which the person named in instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

85. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation of transfer of the share shall have been received at the office before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

86. Every instrument appointing a Special proxy shall, as nearly as circumstances will admit, be in the form or to the effect following and shall be retained by the Company. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whist any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

## DIRECTORS

87. Unless Otherwise determined by the company in general meeting the number of directors shall not be less than 2( Two ) and not more than 50( Fifty ).The following persons shall be the first directors of the company unless anyone of them voluntarily resigns the said office or otherwise removed therefrom under the provisions of section 108(1) of the companies Act, 1994.

    1. Major General Md Naheed Asgar, BSP, ndc, afwc, psc
    2. Brigadier General Khaled Shams, SUP, ndc, psc

## QUALIFICATION SHARES

88. The qualification of a Director shall be holding in his/ her own name at least 1 (One) shares of the nominal value of TK: 100/- (One Hundred.) each unless otherwise determined in a general meeting. Not applicable increase of nominee Director.

## PROCEEDING OF DIRECTORS

89. BMTF has the right to appoint/nominate/replace a director of the company. The Directors of BMTF Apparels Ltd. shall have power at any time and from time to time to appoint anyone from amongst them or any other qualified person as Executive Director for a period on such terms and conditions as may be determined by the Board of Directors. The number of such Directors if appointed from outside the Board shall not be counted for the purpose of minimum or maximum number of Directors as provided in these Articles. Such Director shall not be treated as a member of the Board.

90. If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from Bangladesh for any of the purpose of the Company or in giving special attention to the business of the Company as a member of a Committee of Directors, the Company may remunerate

the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Company in General Meeting.

91. If any of the Directors of members is called upon to perform any duty in Bangladesh or abroad, either in connection with the business of the Company or any interest thereof or attend any meeting or convention, conference delegation or the like which the Board of Directors deem necessary and expedient for the function, interest or goodwill of the Company, such Director or member of the Company will be entitled to draw such amount of money as Board of Directors may sanction for the purpose.

**CHAIRMAN**

92. Major General Md Naheed Asgar, BSP, ndc, afwc, psc shall be the first Chairman of the Company for a period of the date of incorporation of the Company and shall hold his/her position for five years or otherwise becomes disqualified or dies under provision of Section 108 (1) of the Company Act, 1994. He will preside all over the meeting and supervise all works along with Managing Director. By virtue of office, the Managing Director of BMTF Ltd. shall always be the Chairman of BMTF Apparels Ltd.

**MANAGING DIRECTOR**

93. Brigadier General Khaled Shams, SUP, ndc, psc shall be the first Managing Director of the Company for time being from the date of incorporation of the Company and shall hold his position for five years or otherwise becomes disqualified under provision of Section 108 (1) of the Companies Act, 1994. He shall hold office from the dated of incorporation of the company and after expiry of his tenure, he shall be eligible for re-election and in case of death or resignation of the managing director, the directors shall elect a new Managing Director. By virtue of office, the Deputy Managing Director of BMTF Ltd. shall always be the Managing Director of BMTF Apparels Ltd.

94. The Managing Director shall exercise such powers and functions as are conferred upon him by the Board of Directors and the Managing Director Shall be responsible to oversee the day to day management and operation of the company. The Managing Director shall be accountable to the Board.

95. For the services to be rendered by the Managing Director he will receive such remuneration whether as salary or commission or participation in the profits of the Company or partly in another as decided by the Company in the general meeting held subsequent to his assumption of office.

**CHIEF EXECUTIVE DIRECTOR**

96. The board of director will appoint the Chief Executive Officer of the Company. A person who is not a Director may also be appointed as the CEO if the Directors so decide. In such situation, he shall be ex-officio member in the Board. The CEO shall hold office for a term to be decided by the Board of Directors which may be extended or renewed from time to time.

97. The Managing Director shall not be subject to retirement by rotation or taken into account for determining the rotation for retirement of Directors and can be removed or replaced at the discretion of the Board of Directors.

Subject to overall control and supervision of the Board of Director, the business and affairs of the Company shall be managed by the Managing Director who shall exercise such powers and responsibilities which may from time to time be delegated to him by the board.

## ALTERNATE DIRECTOR

98. Board of Director may appoint management directors any person to be an alternate Director. Such alternate Director shall not require any qualification but shall be entitled to receive notice of meeting of Board of Directors and attend but could not vote and shall vacate office if and when the Board of directors removes the appointee in writing.

99. The Directors may from time to time provide for management of the affairs of Company outside Bangladesh or in any special locality in Bangladesh in such manner as they think fit including by formation of local Boards, delegation of necessary powers to these Boards, appointment of Attorney under power of Attorneys for specific or special purpose provided that the actual management of the affairs of the Company shall have to be carried on under the supervision of the Managing Director.

## PROCEEDINGS AT BOARD MEETING

100. The Directors may meet together for a dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The Chairman or the Vice-Chairman or in their absence, in case of any emergency, any Director of BMTF may convene a meeting of Directors.

101. Generally seven (7) days' notice shall be given for meetings of the Directors. In case of emergency a meeting may be held on three (3) days' notice. However, a meeting may be held on a shorter notice provided all Directors agree. It shall not be necessary to give notice of a Meeting of the Directors to a Director who is not for the time being resident in Bangladesh.

102. The Chairman of the Board of Directors shall preside over all meetings of Directors. If at any such meeting the Chairman is not present at the time appointed for holding the same, the Vice Chairman shall preside over the meeting. In absence of both the Chairman and Vice-Chairman, the Directors present shall choose one among them to preside over the meeting. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.

103. A meeting of the Directors for the time being at which a quorum be present shall be competent to exercise all or any of the authorities, powers and directions by or under the Articles of the Company for the time being vested in or exercise-able by the Directors generally. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Any committee formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Director.

The meetings and proceedings of such committees consisting of two or more

104. members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same applicable thereto and are not superseded by regulation made by the Directors under the last proceeding Articles.

105. All acts done by any meeting of the Directors or by a Committee of Directors of by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that all or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a director, provided that nothing in this Article shall be deemed to give validity to acts done by a Directors after the appointment of such Director has been shown to be invalid.

106. The Directors shall cause minutes to be duly entered in books provided for the purpose:

107. a) of the names of the Directors present at such meeting or the Directors and of any Committee of Directors;
b) of all orders made by the Directors and the committee of Directors;
c) of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees of Directors; of all appointments of officers, and
d) any such minutes of any meeting of the directors, or of any Committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be conclusive evidence of the proceedings until every meeting of the Directors of the Company in respect of the proceedings whereof minutes have been so made shall be deemed to have been duly called and held.

**BANK ACCOUNT**

108. The company shall open bank accounts with any schedule bank/banks or any foreign bank/banks and the said bank accounts shall be operated by the determined of the Board of Directors of the company from time to time.

**POWER OF DIRECTORS**

109. The control of the Company shall be vested on the Directors and the business of the Company shall be managed by the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General meeting but subject nevertheless to the provisions of any statute law and of these presents and to any regulations not being in consistent with these presents from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the Directors which would have, been valid if such regulation had not been made. Nothing herein contained shall abrogate any express power of the Managing Director.

**ANNUAL RETURNS**

110. The company shall comply with the provision of Section 36 of the Companies Act, 1994 as the making of annual returns.

The Company in general meeting may declare bonus to the part to the members

111. according to their rights and interest in the profits and may fix the time for payment.

112. No larger bonus shall be declared that is recommended by the Directors.
No bonus shall be payable except out of the profits of the Company of the year or any other undistributed profits, and bonus shall not carry interest as against the Company.
The declaration of the Directors as to the amount of net profits of the Company shall be conclusive.
The Directors may from time to time pay to the members such interim dividend as in their judgment the position of the Company justifies.

**CAPITALIZATION OF THE RESERVE**

113. Any General Meeting may upon the recommendation of the Directors resolve that any sum or sums representing the whole or any part of the profits of the Company for the time being undivided standing at the credit of its accounts or any sum or sums standing at the credit of any Reserve Account, including any capital Reserve Account, or any sum or sums at any time received as premiums upon the issue of any shares, debentures or debenture-stock of the Company or any amount or amounts arising by reason of any sale or other deposition of any evaluation of assets of the Company be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend on the shares and in the same proportions on the footing that they become entitled thereto as capital;

114. And that such capitalized fund he applied on behalf of such share-holders in paying up in full any unissued shares, debentures, or debenture stock of the Company which shall be distributed accordingly, and that such distribution or payment shall be accepted by such share-holders in full satisfaction of their interest in the said capitalized sum.

115. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully-paid shares or debenture, if any and generally shall do all acts and thinks required to give effect thereto, with full power to the Directors to make such provisions by the issues of fractional certificates or by payment in such otherwise as they think fit for shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which that may be entitled upon such capitalization;

116. Or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts and unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

**ACCOUNTS AND AUDIT**

The Directors shall as require by the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, income and expenditure accounts, balance sheet, and reports as are referred to the Act. The Directors shall in all respects comply with the provisions of the Act, or any statutory modifications thereof for the time being in force.

118. The profit and Loss accounts shall in addition to the matters referred to in the Act show, arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived and the amount of gross expenditure distinguishing the expenses of the establishment salaries and other like matters. every item of expenditure fairly chargeable against the years income shall be brought into account so that a just balance of profit and loss may be laid before the meeting, and, in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

119. A balance sheet shall be made out in every year and laid before the Company in General Meeting made up to a date not more than nine months before such meeting. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount, if any, which they recommend to be paid by way of dividend and the amount and the amount, if any, which they proposes to carry to a reserve fund.

120. A copy of the balance sheet and report shall not less than fourteen days previously to the meeting, be sent to the persons entitled to receive notices of General Meeting in the manner in which notices are to be given hereunder.

121. The Directors shall cause to be kept proper books of account with respect to:
a) all sums of money received and expended by the Company and to matters in respect of which the receipt and expenditure take place;
b) all sales and purchases of goods by the Company;
The assets and liabilities of the Company.

122. The books of accounts shall be kept at the Registered office or at such other place as the Director think fit and shall be open to inspection by the Directors during business hours.
The Directors shall from time to time determine whether and to what extent and at what times 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 the members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the law or authorized by the Directors or by the Company in General Meeting.

**ADVISOR**

123. The Board of Directors may from time to time appoint any suitable and acceptable person(s) as Advisor of the Company.

**NOTICE**

A notice may be given by tile Company to any member either personally or by

124. sending it by post to him to his registered address or (if he has no registered address in Bangladesh) to the address, if any, within Bangladesh supplied by him to the Company for giving of notice to him.

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and unless the Company is- proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

125. If a member has no registered address in Bangladesh and has not supplied to the Company any address within Bangladesh for the giving of notice to him a notice addressed to him advertised in a newspaper circulating in the place where the Registered Office of the Company is situated shall be deemed to be duly given to him on the day on which the advertisement appears.

A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the Register in respect of the share.

126. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of member by sending it through the post in a prepaid letter addressed to them by name or by any like description at the address (if any) in Bangladesh supplied for the purpose by the persons claiming to be entitled or (until such an address has been supplied) by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred.

127. Notice of every General Meeting shall be given in such manner hereinafter authorized to every member of the Company (including bearers of shares warrants) except these members who (having no registered address within Bangladesh) have not supplied to the Company an address within Bangladesh for the giving of notices to them, and also (b) every person entitled to a share in consequence of the death of insolvency of a member who but or his death or insolvency would be entitled to receive notice of the meeting.

128. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in one or more daily newspapers.

Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

129. Every person who by operation of law or other means whatsoever shall become entitled to any shares shall be bound by every notice in respect of such share which previously to his name and title to the share being notified to the Company shall be duly given to the persons from whom be derives his title to such share. The signature to any notice to be given by the Company may be written or printed.

130. Any notice or document delivered or sent by post or left at the registered address or any member in pursuance of these articles shall, notwithstanding such member be them deceased and whether or not the company have notice of his demise, be deemed to have been duly served in respect of any registered shares whether held

solely or jointly with other persons by such members, unit some other persons be registered instead as the holder or joint holder thereof and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons if any jointly interested with him or her in any such share.

131. In the event of a winding up of the Company every member of the Company who is not for the time being in Dhaka shall be bound within eight weeks after the passing of an effective resolution to winding up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some house-holder residing in Dhaka upon whom all summons, notice, process, orders, and judgements in relation to or under the winding-up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and served upon by appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for all purposes;

132. And whether the Liquidator makes any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in some Dhaka daily newspaper or by a registered letter send through the post and addressed to such member at his address as mentioned in the Register of member of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement papers or the letter is posted. The provisions of this Article shall not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company.

**SECRECY**

133. Every Director, the Secretary, Manager, Auditor, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy/confidentiality respecting all transactions of the Company with its customers and the state of Accounts with individuals and in matters 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 as to do by the Directors or by any meeting or by a Court of Law and except as far as may be necessary in order to comply with any of the provision in these Articles.

134. No member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Managing Director or Directors of the Company for the time being or to require discovery of or any matter which is or may in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which may in the opinion of the Directors if will be inexpedient in the interest of the members of the Company to communicate.

**INDEMNITY**

135. Subject to the provisions of the Act, every Director of the Company the Managing Director, the Secretary, Manager and other officer or employee of the Company Secretary, Manager, Officer or other employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Director, Managing Director, Secretary, Manager, Officer or other employee in the discharges

of his duties.

136. Subject as aforesaid every Director, the Managing Director, Secretary, the Manager, Auditor or any other officer of the Company shall be indemnified against any liability incurred by him as such Directors, Managing Director, Secretary, Manager, Auditor or Officer in defending any proceedings whether civil or criminal in which judgment is given in his favor or in which he is acquitted or in connection with any application under the Act in which relief is given to him by the Court.

137. Subject to the provisions of the Act, no Director, Managing Director, Secretary, the Manger, Auditor or other officer of the Company shall be liable for the act, receipt, neglect or default of any other Director or officer or for joining in any receipt or other act or conformity or for any loss or expenses happening to the Company through by order of the Directors for or on behalf of the Company through by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency or any of any security in or upon which any of the moneys of the Company shall be invested;

138. Or any loss or damage arising from the bankruptcy, insolvency or tortuous act any person with whom any money, securities of effects, shall be deposited or for any loss occasioned by an error of judgment, omission, default or oversight his part or for any other loss, damage or misfortune whatever which shall happen in the executive of the duties of his office or relation thereto, unless the same happen through the willful default and neglect of such Director, Managing Director, Secretary, Manager, Auditor or other Officer of the Company.

## WINDING UP

139. 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 losses shall be borne by the members in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding-up the shares 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 paid-up at the commencement of the winding-up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding -up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

140. If the Company shall be wound-up whether voluntarily or otherwise the liquidator may with the sanction of an extra-ordinary resolution divide among the members 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 in trustees upon such trust for the benefit of the members or any of them as the Liquidator, with the like sanction, shall think fit.

We, the several persons, whose names addresses are subscribed below are desirous of being formed into a company in accordance with this **Articles of Association** and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names.

| SL No. | Name | Position | No. of Shares Taken | Signature of subscribers |
|---|---|---|---|---|
| 1 | **Entity Name: The Bangladesh Machine Tools Factory Ltd.**<br>Represented By: Managing Director, Major General Md Naheed Asgar, BSP, ndc, afwc, psc<br>Address: E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur | Share Holder | 99998 ( Ninety Nine Thousand Nine Hundred Ninety Eight shares) | sd/- |
| 1 | **Name : Major General Md Naheed Asgar, BSP, ndc, afwc, psc**<br>Father's Name : Altafur Rahman<br>Mother's Name : Nurun Nahar<br>Address : E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur<br>Date of Birth : 30-NOV-70<br>E-mail : md@bmtf.com.bd<br>Phone : 01769041000<br>TIN : 358478559137<br>NID/Passport No. : 9138429106<br>Nationality : Bangladeshi | Chairman | 1 ( One shares) | sd/- |
| 2 | **Name : Brigadier General Khaled Shams, SUP, ndc, psc**<br>Father's Name : Shams Uddin Ahamed<br>Mother's Name : Achia Ahamed<br>Address : E-Assembly Bhaban, BMTF, Shimultoli, Gazipur Sadar, Gazipur<br>Date of Birth : 01-FEB-72<br>E-mail : bmtfdmd@gmail.com<br>Phone : 01769041006<br>TIN : 276448644096<br>NID/Passport No. : 5989678072<br>Nationality : Bangladeshi | Managing Director | 1 ( One shares) | sd/- |

| **Witness 1** | **Witness 2** |
|---|---|
| Name : Mitu Basak, Advocate | Name : Md. Jahid Hossain |
| Address: Shawon Tower 2/C Purana Paltan(7th Floor), C-2, Dhaka | Address: House-35/B, Road-04, Nabinagar Housing, Mohammadpur, Dhaka |
| Phone : 01676347390 | Phone : 01580585239 |
| NID : 8667784857 | NID : 3302618214 |