

THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

&

ARTICLES OF ASSOCIATION

OF

Beach Paradise Hotel &
Resort PLC.



THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)

A PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

Beach Paradise Hotel & Resort PLC.

I. The name of the company is Beach Paradise Hotel & Resort PLC.

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 set up and establish International Hotel, Guest Houses and Tourist Industry with foreign collaboration in Bangladesh. To carry on the business of Hotels, Motels, Guest Houses, Hunting Lodges and Private Picnic Spots. To carry on the business of all types of Community centers & Clubs. To set up and run International Hotel, Guest House and Tourist Industry. To carry on all or any of the business of Hotel, Restaurant, Cafe, Tavern, Refreshment room, and Lodging house keepers, licensed victuallers, Bar, Spa, health club, Fitness Centre/ Gym/ Health Club, Swimming Pool, Disco Club, Jacuzzi, importers and manufacturers off and dealers in acrated, mineral and artificial water and other drinks, purveyors, caterers. To set up and run mobile Fun Park, Amusement Park, Garden and Eco- Park. To carry on the business of mobile amusement park, mobile amusement Children Park, garden, eco-park and modern amusement park.
2	To carry on the business own, construct, run, furnish, takeover, acquire, purchase, establish, operate and manage quality and standard residential hotel and resorts, refreshments rooms, restaurants, café, holiday resorts and amusement parks, time sharing holiday resorts, international standard 3 star, 4 star and 5 star hotel and resorts and to import and export related raw materials, foods, furniture, machinery, equipment and accessories falling within the purview of the activities of the Company and to carry on the business of management and marketing as agent of any other national and international hotels, motels, tourism spots, holiday resorts and amusement parks, time sharing holiday resorts, international standard 3 star, 4 star and 5 star hotel boarding, lodgings, guest house, theme park, water kingdom, mobile and floating hotels and resorts, animal theme park and other amenities and services.
3	To carry on the business of establishing, managing and operating, serving, exporting, importing, selling, supplying and marketing, distributing of standard, quality and safe food, soft drinks, hard drinks, juice, aerated waters, beverages, fresh and canned vegetables, fish, sea foods, sea fish, meats, ice-cream, cake, pastry, fresh and canned food stuffs, fruits, processed meat, all kinds of processed food, canned and frozen foods, fruits and chicness food, western food, Thai food, Indian food, Caribbean food and to carry on the business of establishing, managing and operating amusement parks, tourism and picnic spots, national and international tours, hazz, omrah, providing tourism guide, interpreter, tourism hotel, Chinese, Thai and Indian restaurant, boarding and lodging house, tourism car, coach, bus, helicopter, tourism boat, launch and ship, boat club, floating amusement and entertainment resorts, hotels and restaurants.
4	To establish amusement park, with all modern facilities of amusement, amusement center, golf club, Tourist point, Tourist Park, Rest house, Restaurant at the inner side of the park and near sea bitch of the country. To establish, construct and run modern restaurant hotel and rest houses any part of Bangladesh or at such other place or places as may be deemed profitable in the interest of the company. To carry on the business of Hotels, Guest houses and to maintain laundry, hair



	<p>dressing saloons, clubs, baths, dressing room, reading and newspapers rooms, libraries grounds and places of amusements, recreation and sports entertainments. To carry on the business of Travel agency and to provide rent-a-car service for the passengers and borders. To set up Beauty parlor, Variety Shop, Boutique Shop, Department Store, Banquet Hall, Billiard Center, Squash Center, Tennis Ground for the guests.</p>
5	<p>To purchase or otherwise acquire any land building or premises and to turn into account, develop, improve, alter, demolish or let out for the purpose of carrying on the business of Guest house, hotel, restaurant, lodging and housing-keepings. To purchase or otherwise acquire any land building or premises and to turn into account, develop, improve, alter, demolish or let out for the purpose of carrying on the business of mobile amusement park, garden, eco-park, rest house, guest house, resort, hotel, 5-star hotel, 4-star hotel, 3-star hotel, restaurant, lodging and housing-keepings. and generally to do everything for facilitating travelling of persons and for tourists and operating tours and for that purpose to set up such establishment, office, equipment, transport system and all and other facilities required for carrying on the business of travel agents and tours operators.</p>
6	<p>To carry on all or of the business as general agents, tourist agents and guides, theatrical and opera box proprietors. To act as agents of airlines, ships, ship-owners and other charters and other operators, caterers, storekeepers, interpreters, and instructors of foreign language and guides, members of all club and boards or promoting tourism hotels and tourist agencies, or cab owners or owners of other transport, agents for advertising and promoting any tours in Bangladesh and abroad. To provide services relating to cargo, crew accommodation, crew transport, obtaining over flight permissions, landing permission of flights operating for commercial purpose, arranging in-flight services including catering, cleaning and promoting other products and services provided by third party for travelling convenience etc.</p>
7	<p>To carry on the business of transportation of tourists, general Passengers, Tourist and Transport agents and contractors by Land, Water or Air, assisting general passengers both Local Tours and Overseas Tours, Hotel Booking, Car Rental, Air Ticketing and organizers of Bangladesh and foreign travels by air, land, sea and river, assistance in booking travel tickets including e-ticketing and internet ticketing and reservations for accommodation in hotels, inns, restaurants, shows, concerts, plays, theatres, games, guest houses, and all other types of lodging with bed and breakfast or mere lodgings, visit to safari parks, national parks, museums, bird sanctuaries, reservations for conducting tours by buses, airlines, ships, boats, hovercrafts, for excursion or otherwise whether package tours or otherwise, sleeping cars, guides, safe deposits, lockers, libraries, reading rooms, rest rooms, recreation room, baggage transport, baggage clearing and forwarding, inquiry bureaus.</p>
8	<p>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.</p>
9	<p>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.</p>

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

V. The Authorized Share Capital of the Company is TK. 100000000 (Ten Crore) divided into 10000000 (One Crore) Ordinary Shares of TK 10 (Ten) 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	Name : Mohammad Gias Uddin Father's Name : Abdul Jalil Mother's Name : Rokeya Begum Address : Vill- Khuduk Khali, Post- Shekher Khil- 4390, Banskhali, Chattogram Date of Birth : 03-JAN-82 E-mail : sagorchy_bd@yahoo.com Phone : 01818850195 TIN : 118043754641 NID/Passport No. : 19821510825457471 Nationality : Bangladeshi	Chairman	1120000 (Eleven Lac Twenty Thousand shares)	sd/-
2	Name : M. F. Islam Milon Father's Name : Md. Abdul Karim Master Mother's Name : Mrs. Mazedra Karim Address : Vill-Arifpur, P.O. Khoshbas, P. S. Barura, Comilla Date of Birth : 01-JAN-79 E-mail : mfimilon@gmail.com Phone : 01670807061 TIN : 599698456899 NID/Passport No. : 19791910963139988 Nationality : Bangladeshi	Managing Director	560000 (Five Lac Sixty Thousand shares)	sd/-
3	Name : S M Nuruzzaman Father's Name : Md. Abdul Quddus Mother's Name : Mrs. Jamina Begum Address : Vill- Chandanail, P.O- Chandanail- 3415, Muradnagar, Comilla Date of Birth : 15-APR-79 E-mail : bphrltd@gmail.com Phone : 01766 222222 TIN : 183536718731 NID/Passport No. : 6450269136 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
4	Name : Md. Abdus Salam (Salim) Father's Name : Md. Abdul Kader Mother's Name : Tahera Begum Address : Vill- Kashedda, P.O. Barura, Ward-07, P.S. Barura, Comilla Date of Birth : 01-MAR-73 E-mail : bphrltd@gmail.com Phone : 01715 822572 TIN : 894829147365 NID/Passport No. : 19731920907098715 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
5	Name : Mohammad Abdul Matin Father's Name : Md. Abdul Rahim Mother's Name : Most. Khadiza Begum Address : House No. 03, Flat No. 6-A, Main Road, Block-H, South Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 15-FEB-75 E-mail : matin.strings@yahoo.com Phone : 01711863295 TIN : 289559826985	Director	700000 (Seven Lac shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	NID/Passport No. : 19751226306609733 Nationality : Bangladeshi			
6	Name : S. M. Rokon Uddin Father's Name : Helal Uddin Ahmed Mother's Name : Rohima Begum Address : House-03, Road-07, Block-J, Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 01-JAN-65 E-mail : bphrltd@gmail.com Phone : 01742547557 TIN : 231315508205 NID/Passport No. : 4183435181 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
7	Name : Md. Razu Ahmad Sarkar Father's Name : Abdul Hashem Sarkar Mother's Name : Most. Ahsiya Begum Address : Vill- Dowlot Kandi, Begumabad, P.O- Sapmara Bazar, Raipura, Narsingdi Date of Birth : 15-FEB-85 E-mail : mdraju1502@gmail.com Phone : 01675137099 TIN : 119654451665 NID/Passport No. : 8231559819 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
8	Name : Md. Monirul Alam Hawlader Father's Name : Md. Amzad Ali Hang Mother's Name : Fatema Khatun Address : Fatema Manjil, Khalpar Sharok, Barisal Sadar, Barisal Date of Birth : 01-JUL-79 E-mail : bphrltd@gmail.com Phone : 01711266578 TIN : 365814350112 NID/Passport No. : 19790695101101775 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
9	Name : Al-Haj Din Mohammad Father's Name : Abdul Ali Mother's Name : Late Saydul Nessa Address : House- 4/1, Block- F-1, Mohammadpur, Dhaka Date of Birth : 01-AUG-70 E-mail : chairmandinmohammad@gmail.com Phone : 01552370176 TIN : 431223475177 NID/Passport No. : 1483071724 Nationality : Bangladeshi	Director	700000 (Seven Lac shares)	sd/-
10	Name : Abu Naser Mohammed Masud Hossain Father's Name : Abdul Motin Miyazi Mother's Name : Momena Khatun Address : 55, West Rampura, Rampura, Dhaka- 1219, Dhaka Date of Birth : 01-JAN-71 E-mail : bphrltd@gmail.com Phone : 01711489673 TIN : 875289847673 NID/Passport No. : 4167206343 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
11	Name : M. Zaman Father's Name : M. A Sattar Mother's Name : Sofia Begum Address : House- D/58, Road- 03, West Rampura, Khilgaon, Dhaka Date of Birth : 01-MAY-80 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 670700593583 NID/Passport No. : 3283288250 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
12	Name : Mst. Shilpi Begum Father's Name : Md. Nasir Uddin Bhuiyan Mother's Name : Mehorun Nessa Address : House No. 03, Flat No. 6-A, Main Road, Block-H, South Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 15-JUN-80 E-mail : shilpi.matin@gmail.com Phone : 01677638124 TIN : 772554692107 NID/Passport No. : 9552495286 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
13	Name : Md. Mizanur Rahman Father's Name : Late Md. Anowar Hossain Mother's Name : Rokya Begum Address : Vill- Banghar, P.O- Lokkhonpur-3571, Monohorgonj, Comilla Date of Birth : 05-DEC-84 E-mail : bphrltd@gmail.com Phone : 01975 290264 TIN : 419646706612 NID/Passport No. : 19841917459799903 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
14	Name : Kishore Biswas Father's Name : Ranjit Biswas Mother's Name : Monju Biswas Address : Rancon Icon Tower, House No. 01, Road No. 126, Flat No. 6-A, Gulshan, Dhaka Date of Birth : 13-MAY-80 E-mail : bphrltd@gmail.com Phone : 01841543333 TIN : 187742300033 NID/Passport No. : 3270179231 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
15	Name : Md. Noor E Alam Siddique Father's Name : Abdul Jalil Mother's Name : Rezia Begum Address : Vill. Kodda (Paschim Paikpara), P.O. Kodda, P.S. Brahmanbaria Sadar, Brahmanbaria-3450, Brahmanbaria Date of Birth : 10-JUN-72 E-mail : bphrltd@gmail.com Phone : 01720 122748 TIN : 192434215623 NID/Passport No. : 3749224113 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-



A PUBLIC COMPANY

LIMITED BY SHARES

SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
16	Name : A. K. M Parves Sazzad Father's Name : A K Nazir Ahmed Mother's Name : Mrs. Nadira Nazir Address : Avir khil, Laxmipur Sadar, Lakshmipur Date of Birth : 11-AUG-68 E-mail : bphrltd@gmail.com Phone : 01711119311 TIN : 580595858227 NID/Passport No. : 19682694810976847 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
17	Name : Md. Fakrul Alam Father's Name : Md. Khalilur Rahman Mother's Name : Most. Faetma Begum Address : Sarder Bari, Vill- Kashembad, P.O- Kashembad, Gowronadi, Barisal Date of Birth : 30-APR-80 E-mail : fakrulalam816@gmail.com Phone : 01671 023060 TIN : 594589785111 NID/Passport No. : 19800623209427572 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
18	Name : Md. Jahir Miah Father's Name : Md. Suraj Miah Mother's Name : Kadban Begum Address : Rameswarpur, P.O- Kamalganj, Maulvibazar Date of Birth : 01-OCT-83 E-mail : bphrltd@gmail.com Phone : 01717542328 TIN : 233710956936 NID/Passport No. : 5513103860 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
19	Name : Md. Mahbub Hafiz Father's Name : Solaiman Ali Mother's Name : Mrs. Hafiza Solaiman Address : Vill- Janiar Bagan, Joypurhat Sadar, Joypurhat Date of Birth : 30-NOV-69 E-mail : hafisons2006@yahoo.com Phone : 01819247563 TIN : 435364666535 NID/Passport No. : 5086682076 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
20	Name : Fatema Parvin Father's Name : Md. Akbar Ali Mother's Name : Hazara Akbar Address : House- 225, International Hal, DU, Shabagh, Dhaka Date of Birth : 30-JUL-78 E-mail : fatemashelly280@gamil.com Phone : 01556 345772 TIN : 118915354690 NID/Passport No. : 5520067207 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
	Name : Md. Emdadul Haque Father's Name : Late Yeadali Sarder Mother's Name : Afijan Bewya Address : Vill- Merat, P.O- Merat, Baninagar,	Share Holder	140000 (One Lac Forty Thousand	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Naogaon Date of Birth : 03-APR-83 E-mail : ehaque1724@gmail.com Phone : 01711261926 TIN : 856012279854 NID/Passport No. : 19836418563392563 Nationality : Bangladeshi		shares)	
22	Name : Md. Akramul Hoque Father's Name : Md. Salim Ullah Mother's Name : Fozalitun Nessa Address : Vill. Khuruil, P.O. Krishnapur, P.S. Muradnagar, Comilla Date of Birth : 01-JAN-79 E-mail : akramtvi@gmail.com Phone : 01305 479802 TIN : 757492786076 NID/Passport No. : 1483002927 Nationality : Bangladeshi	Share Holder	140000 (One Lac Forty Thousand shares)	sd/-
23	Name : Md. Mijanur Rahman Father's Name : Late Abdul Karim Master Mother's Name : Mrs. Mazeda Begum Address : Vill- Arifpur, P.O- Khoshbas, P.S. Barura, Comilla Date of Birth : 01-MAR-67 E-mail : rahmanmijan67@gmail.com Phone : 01711 079525 TIN : 148708837774 NID/Passport No. : 4177614999 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
24	Name : Habibur Rahman Khan Father's Name : Momtaj Uddin Khan Mother's Name : Monowara Khanom Address : House- 1585, Patar Bagh, Donia, Dhaka Date of Birth : 01-JUL-73 E-mail : bphrltd@gmail.com Phone : 01756136375 TIN : 524759489749 NID/Passport No. : 7325561640 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
25	Name : Mrs. Manjuara Islam Father's Name : W/O M. F. Islam Milon Mother's Name : Afiya Khatun Address : Vill- Arifpur, P.O- Khoshbas, P.S. Barura, Comilla Date of Birth : 01-OCT-79 E-mail : manjuaraislam1979@gmail.com Phone : 01670807062 TIN : 134356484776 NID/Passport No. : 19791910963139987 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
26	Name : Md. Manirul Islam Father's Name : Late Abdul Malek Bhuiyan Mother's Name : Rabeya Khatun Address : Vill- Shantibag, P.O- Kando, Kendua Pourashava, Netrakona Date of Birth : 11-MAR-80 E-mail : bphrltd@gmail.com	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Phone : 01707807061 TIN : 723930141073 NID/Passport No. : 3325768194 Nationality : Bangladeshi			
27	Name : Md. Nasir Mia Father's Name : Akter Ali Mother's Name : Renuara Begum Address : Vill- Holoslia, P.O. Kawkandi, Tahirpur, Sunamganj Date of Birth : 12-OCT-82 E-mail : bphrltd@gmail.com Phone : 01711054489 TIN : 125981343476 NID/Passport No. : 19829019243138654 Nationality : Bangladeshi	Share Holder	210000 (Two Lac Ten Thousand shares)	sd/-
28	Name : Sharmin Zaman Father's Name : Md. Billal Hossain Mother's Name : Bibi Howa Begum Address : House No. 28, Road No. 12, Maradia, Khilgaon, Dhaka Date of Birth : 04-JAN-99 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 833880696824 NID/Passport No. : 8714007476 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
29	Name : Mohammad Nazmul Ahsan Bhuiyan Father's Name : Dalwar Hossain Bhuiyan Mother's Name : Most. Angora Begum Address : House- 148, Green Road, Tejgaon, Dhaka Date of Birth : 15-JAN-85 E-mail : bphrltd@gmail.com Phone : 01918900982 TIN : 777074723238 NID/Passport No. : 5979527727 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
30	Name : Tohidul Anower Hosssain Father's Name : A. KM T Hossain Mother's Name : Begum Anowera Address : Alam Bhuiyan Bari, Vill- Hazi Nagar, P.o- Sharulia, Demra, Dhaka Date of Birth : 26-JUN-84 E-mail : bphrltd@gmail.com Phone : 01911915499 TIN : 269624798446 NID/Passport No. : 9148798821 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
31	Name : Md. Serajul Islam Father's Name : Abu Bakkar Siddique Mother's Name : Rahima Begum Address : House No. 22, Road No. 05, Block- J, Banasree Project, Rampura, Dhaka Date of Birth : 10-DEC-76 E-mail : serajulislamgp2@gmail.com Phone : 01711303289 TIN : 257658102755 NID/Passport No. : 7753644207	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Nationality : Bangladeshi			
32	Name : Shamsul Alam Father's Name : Shaidur Rahman Mother's Name : Most. Selaha Begum Address : Vill- Shantibag, P.O- Kando, Kendua Pourashava, Netrakona Date of Birth : 31-DEC-82 E-mail : bphrltd@gmail.com Phone : 01623456007 TIN : 484589840793 NID/Passport No. : 19827224708825721 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
33	Name : Md. Nasir Uddin Molla Father's Name : Md. Ekram Hossen Molla Mother's Name : Shahnaj Begum Address : Vill- Nazirpur, P.O- Pukhuria, Bhanga, Faridpur Date of Birth : 11-JUN-87 E-mail : nasir.2502shdu@gmail.com Phone : 01715 180817 TIN : 666346499137 NID/Passport No. : 7783001436 Nationality : Bangladeshi	Share Holder	140000 (One Lac Forty Thousand shares)	sd/-
34	Name : Mohammad Mahbub Quaisar Father's Name : Mohammad Aflatoon Quaisar Mother's Name : Begum Noorjahan Quaisar Address : Flat No. C, House Tutor Quarter, A.F Rahman Hall, D.U, Shahbag, Dhaka Date of Birth : 01-JAN-77 E-mail : bphrltd@gmail.com Phone : 01718126250 TIN : 641225502422 NID/Passport No. : 1010050787 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
35	Name : Md. Jahirul Islam Father's Name : Late Abdul Barek Patwary Mother's Name : Most. Saleha Begum Address : House- 33/B, Delo Road, Ramna, Dhaka Date of Birth : 01-JAN-77 E-mail : bphrltd@gmail.com Phone : 01711612050 TIN : 631348742731 NID/Passport No. : 19772696654329325 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
36	Name : Md. Samsul Alam Father's Name : Mohammed Yousuf Mother's Name : Shahida Begum Address : Vill- Kaluai, Post. Nodona, Sonaimuri, Noakhali Date of Birth : 01-NOV-83 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 813271202454 NID/Passport No. : 2850589827 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
37	Name : Mohammad Shahidul Islam Father's Name : Mohammad Shafiq Uddin Sarker Mother's Name : Mosammat Sahera Khatun Address : 61/H, Shahid Gias Uddin Ahmed R/A, Dhaka University, Dhaka-1000, Dhaka Date of Birth : 25-JAN-79 E-mail : dushahid1@gmail.com Phone : 01712 150048 TIN : 643365589569 NID/Passport No. : 4170072021 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
38	Name : Md. Rafiqul Islam Father's Name : Md. Nader Ali Akon Mother's Name : Ayesa Begum Address : House No. 287, Monipur, Mirpur, Dhaka Date of Birth : 08-APR-89 E-mail : bphrltd@gmail.com Phone : 01710178597 TIN : 136533110727 NID/Passport No. : 5957467979 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
39	Name : A. K. M Fazlay Rabbi Khan Father's Name : Late Mohibur Rahman Khan Mother's Name : Rowson Ara Begum Address : Vill- Charangordi, P.O. Goyeshpur, P.S. Palash, Narsingdi Date of Birth : 07-NOV-85 E-mail : dr_fr_khan@yahoo.com Phone : 01819 194266 TIN : 113436375256 NID/Passport No. : 19852693624638304 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
40	Name : Mohammad Ali Father's Name : Md. Nurul Islam Mother's Name : Monowara Begum Address : House No. 187 Tejkunipara, P.O. Tejgaon, Dhaka-1215, Dhaka Date of Birth : 14-JUN-87 E-mail : mdali00159.@gmail.com Phone : 01765 006224 TIN : 722716363958 NID/Passport No. : 8228755883 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
41	Name : Md. Reayzul Islam Father's Name : Abdul Barek Patowary Mother's Name : Mst. Saleha Begum Address : House No. 33/B, Dilu Road, P.O. GPO- 1000, P.S. Ramna, Dhaka Date of Birth : 01-JAN-76 E-mail : reayjulislamkb862@gmail.com Phone : 01711 639473 TIN : 463339298480 NID/Passport No. : 7773473769 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
	Name : Md. Masum Billah Father's Name : Late Hazi Mohammad Nurul Islam	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Mother's Name : Monowara Begum Address : House No. 187, Tejkuni Para, P.O. Tejgaon, Dhaka-1215, Dhaka Date of Birth : 01-JAN-80 E-mail : bphrltd@gmail.com Phone : 01730 191103 TIN : 116657526887 NID/Passport No. : 7778743356 Nationality : Bangladeshi		shares)	
43	Name : S. M Zillur Rahim Father's Name : Late Md. Shahid Ullah Patwary Mother's Name : Begum Rowshon Ara Address : House No. 37/18, Zohora Moholla, Block-F, Mohammadpur, Dhaka Date of Birth : 24-OCT-74 E-mail : bphrltd@gmail.com Phone : 01711 811657 TIN : 171061681246 NID/Passport No. : 19745912431140398 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
44	Name : Fatematuz Zohora Father's Name : Md. Ziaul Hoque Mother's Name : Fouzia Yasmin Address : House No. 20/10 Sardar Bari, Dokkhingaon, P.O. Basabo TSO-1214, Khilgaon, Dhaka Date of Birth : 16-DEC-99 E-mail : bphrltd@gmail.com Phone : 01580 739163 TIN : 758003702772 NID/Passport No. : 9155236822 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
45	Name : Farzana Yesmin Rifat Father's Name : Md. Sarwar Uddin Mother's Name : Akter Begum Address : House-101, Road-02, Block-A, Gulshan, Dhaka-1212, Dhaka Date of Birth : 25-MAR-99 E-mail : sagorchy_bd@yahoo.com Phone : 01818 850195 TIN : 543747894749 NID/Passport No. : 3764349654 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
46	Name : Shahidul Islam Father's Name : Md. Yousuf Mia Mother's Name : Shahanara Begum Address : House No. 33/B, Dilu Road, P.O. GPO, Ramna, Dhaka-1000, Dhaka Date of Birth : 21-FEB-88 E-mail : islamgasservices@gmail.com Phone : 01911 175831 TIN : 134132670465 NID/Passport No. : 1473458345 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-

Witness 1

Signature : Sardar Ohiduzzaman, Advocate
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THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)

ARTICLES OF ASSOCIATION
OF

Beach Paradise Hotel & Resort PLC.

PRELIMINARY

1. The regulations contained in the Schedule-1 to the Companies Act, 1994, with respect to such provisions as are applicable to public 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.
2. The Regulation for the management of the Company and for the observance thereof by the members and their representative shall, subject to any exercise of the statutory powers of the company in reference to the repeal or alteration of or addition to its regulations by special resolution, as prescribed or permitted by the Act, be such as are contained in these Articles.

INTERPRETATION

3. In these Articles, unless there be something in the subject or context inconsistent therewith:
The Act means the Companies Act, 1994 (Act XVIII of 1994). (b) The Articles means the Articles of Association of the Company as framed hereby or as altered from time to time. (c) The Board of Directors or The Board means the Board of Directors for the time being of the Company. (d) The Company means Beach Paradise Hotel & Resort PLC. (e) The Directors means the Directors for the time being of the Company. (f) The Memorandum means the Memorandum of Association of the Company as originally framed or as altered in pursuance of the Act. (g) The Managing Director means the Managing Directors for the time being of the Company, and has the meaning assigned to the expression by the Act. (h) The office means the registered office for the time being of the Company.
4. (i) Proxy includes attorney duly constituted or appointed under an instrument of Proxy, power of attorney or other authority in writing. (j) Extra-ordinary Resolution and Special Resolution have the meanings assigned thereto respectively by the Act. (k) The Register means the register of members to be kept pursuant to Section 34 of the Act. (l) The Registrar has the meaning assigned to the expression by the Act (m) The Seal means the seal of the Company (n) Sponsors means the signatories to the Memorandum of Association and the Articles of Association of the Company as originally framed and includes their respective successors-in-interest, legal representatives, heirs and assigns,
5. (o) Month means English calendar month (p) In writing and written include printing, lithography and other modes of representing or reproducing words in a visible form. (q) Words imparting the singular number only include the plural number and vice versa (r) Words imparting the masculine gender only include the feminine gender (s) Words imparting persons include corporation, companies, and associations.

COMMENCEMENT OF BUSINESS



The Company shall be entitled to commence business after obtaining the Certificate of Commencement of business pursuant to Section 150 of the Act.

SHARE CAPITAL

7. The Authorized Share Capital of the Company is TK. 100000000 (Ten Crore) divided into 10000000 (One Crore) Ordinary Shares of TK 10 (Ten) each amounting to 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 Articles of Association of the Company and law for the time being in force.
8. ALLOTMENT OF SHARES: (a) The Directors shall observe the restrictions as to allotment contained in Section 148 of the Act. (b) Subject to the provisions of the Articles, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times as the Directors may think fit and, if so authorized by the Company in general meeting, give to any person the call of any shares either at par or at a premium, and for such consideration as the Directors think fit.
9. (c) As regards all allotments from time to time made, the Directors shall duly comply with the provisions of Section 151 of the Act. (d) Without prejudice to any special rights previously conferred on the holders of existing shares and subject to the provisions of Section 155 of the Act any shares for the time being un-issued may from time to time be issued with such guarantee or any such right of preference, whether in respect of dividend or of payment of capital, or of both, or any other special privileges or advantages over any shares previously issued or then about to be issued or with such deferred rights as compared with shares previously issued or then about to be issued or subject to any conditions or provisions and with such right of voting or without any such right and generally on such terms as the Company may from time to time by ordinary resolution determine.
10. (e) Subject to the provisions of the Articles, the Company shall have power to issue preference shares, carrying a right to redemption out of profits or out of the proceeds of a fresh issue of shares made for the purposes of such redemption or out of sale proceeds of any property of the Company, or liable to be so redeemed at the option of the Company and, the Directors may, subject to the provisions of Section 154 of the Act, exercise such power in any manner they may think fit.
(f) With the previous authority of the Company in general meeting and the sanction of the court and upon complying with the provisions of Section 153 of the Act, it shall be lawful for the Directors to issue at a discount share of a class already issued.
(g) The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amounts of call to be paid and the times of payments of such calls.
11. (h) If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installment every such installment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.
(i) Subject to the provisions of the Act and the Articles the Directors may issue and allot shares in the capital of the Company as payment or part payment of any property sold or transferred, or for goods or machinery supplied, or for services rendered to the Company in or about the formation or promotion of the Company, or conduct of its business, and any shares which may be so issued may be allotted as fully paid-up.



12. (a) Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or building or the provisions of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of that share capital as is for the time being paid-up for the period and, subject to the conditions and restrictions imposed by section 157 of the Act, may charge the same to capital as part of the cost of construction of the work or building or the provision of plant.
(b) Whenever any shares are issued at a premium the Directors shall comply with the provisions of Section 57 of the Act.
13. (a) The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares, debentures or debenture stock in the Company, or procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares, debentures or debentures-stocks in the Company, but so that if the commission in respect of shares shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the amount or rate of commission shall not exceed two and a half per cent on the nominal value of shares, debentures or debenture-stock in each case subscribed or to be subscribed.
(b) The Company may pay brokerage fee of shares, debentures or debenture stock sold through stockbrokers.
14. (a) Subject to the provisions of Section 33 of the Act shares may be registered in the name of a limited company or a body corporate but not in the name of a firm, a minor or a lunatic person.
(b) The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares.
(c) Save as herein otherwise provided, the Company shall be entitled to treat the registered 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, equity or benami or equitable or other claims to or interest in such share on the part of any other person or any interest in any fractional part of a share whether or not it shall have express or other notice thereof.

SHARE CERTIFICATE

15. (a) Every member shall be entitled without payment to get one certificate for all the shares registered in his name, or if the Directors so approve and upon paying such fee or fees as the Directors may from time to time determine or at the discretion of the Directors without payment of fees to several certificates each for one or more shares. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon and shall be in such form as the Directors shall prescribe or approve. Where a member has transferred a part of the shares comprised in his holdings he shall be entitled to a certificate for the balance without charge.
(b) The certificates of title to shares and duplicates thereof, when necessary, shall be issued under the Seal and signed by at least two Directors.
16. (a) If any certificate be worn out or defaced or there be no further space on the reverse thereof for endorsement of transfers then, upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, and upon such advertisement being published in the



newspapers as the Directors may require, a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate. In case of destruction or loss the member shall bear and pay all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

17. (a) For every certificate issued under the immediately preceding Article shall be paid to the Company the sum of Tk. 50/- or such other smaller sum as the Directors may determine
(b) The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the Register.
(c) The Share Certificate shall be issued under the seal of the company and shall be signed by at least two Directors of the company.

CALL ON SHARES

18. (a) The Directors may from time to time, subject to the terms on which any shares may have been issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installment.
(b) A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed
(c) The joint-holder of a share shall be jointly and severally liable to pay all calls in respect thereof.
19. (a) Not less than fourteen days; notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid. Provided that before the time for payment of such call the Directors may, by notice in writing to the members, revoke the same or extend the time for payment thereof.
(b) If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of six per cent per annum, from the day appointed for payment thereof to the time of actual payment or at such other rate as the Directors may determine.
20. (a) If by the terms of issue of any share or otherwise any amount is made payable at fixed times or by installments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and for which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.
21. (b) On trial or hearing of any action or suit brought by the Company against any shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was, when the claim arose, on the Register as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made any call, nor that a quorum of Directors was present at the meeting of the Board at



which any call was made was duly convened or constituted, not any other matter whatsoever; but the proof of the matter aforesaid shall be conclusive of the debt.

22. (a) The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate not exceeding twelve percent per annum as the member paying such sums in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividend. The Directors may at any time repay the amount so advanced upon giving to such members three months' notice in writing.
23. (b) No member shall be entitled to receive any dividend or to be counted in a quorum until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest, costs, charges and expenses, if any.

CALL ON AND FORFEITURE

24. FORFEITURE OF SHARES: (a) If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Directors or the Managing Director may at any time thereafter during such time as the whole or any part of the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
25. (b) 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, and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.
- (c) If the requirements of any such notice as aforesaid be not complied with any 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. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
26. (d) When any shares have been so forfeited, notice thereof shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
- (e) Any shares and dividends 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 they think fit.
- (f) The Directors may, at any 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.

27. (g) Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding such forfeiture be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time to time of forfeiture until payment, at fifteen percent 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.
- (h) The forfeiture of a 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 the Articles are expressly saved.
28. (i) A duly verified declaration in writing that the declarant 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 stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition 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 the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

LIEN

29. LIEN ON SHARES: (a) The Company shall have a first and paramount lien upon all shares, not being fully paid-up, registered in the name of each member (whether solely or jointly with others) and upon all dividends which may be declared in respect of such shares and upon the proceeds of sale thereof for his debts, obligations, liabilities and engagements solely or jointly with any person to or with the Company whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and where a share is held by more person than one, the company shall have a lien thereon in respect of the debts.
30. (b) For the purpose of enforcing such lien the Directors may sell the shares as aforesaid 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 representative, and default shall have been made by him or them in the payment, fulfillment or discharge of such debts, liabilities or engagement for fourteen days after such notice.
- (c) The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member and the residue, if any, paid to such member, his executors, administrators or other legal representatives.
31. (d) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the power hereinbefore given, the Directors may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings nor to the applications 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 vitiated by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition nor the validity of the sale be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

32. (e) Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up 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 up.

TRANSFER AND TRANSMISSION OF SHARES

33. (a) The Company shall keep a book to be called the Register of Transfer and therein shall fairly and distinctly enter the particulars of every transfer or transmission of any share.

(b) Subject to the provisions of Section 38(3) and (6) of the Act, no transfer of shares shall be registered unless a proper instrument of transfer duly stamped, signed and execute by the transferor and the transferee has been delivered to the company together with the certificate or certificates of the shares, or 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 the 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 in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall and his address and occupation.

34. (c) Subject to the provisions of Articles, shares in the Company may be transferred at any time by a member with the sanction of the Directors.

(d) The instrument of transfer of any share in the company shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the share until the name of the transferee in entered in the register of members in respect thereof and the transfer of shares of the shareholders shall be in accordance with the terms and conditions as laid down in the article.

35. (e) Application for registration of the transfer of a share may be made either by the transferor or the transferee provided that, where such application is made by the transferor, no registration shall, in the case of partly paid shares be effected unless the Directors give notice of the application to the transferee in the manner prescribed by Section 38(2) of the Act, and subject to the provisions of Articles, the Directors 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.

36. (f) 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. Beach Paradise Hotel & Resort PLC.

I -----(hereinafter called \hat{z} the transferor \hat{z}) in consideration of the sum of -----
-- paid to me by .-----
of ----- (hereinafter called the transferee \hat{z}) do hereby transfer to the said



transferee----- share/ shares numbered from ----- to -----both inclusive in the undertaking called Summit Power Limited, to hold unto the transferee, his executors, administrators and assigns, subject to the several conditions, on which I held the same immediately before the execution hereof, and I, the transferee, do hereby agree to take the said share/shares subject to the conditions aforesaid.

As witness our hands the ----- day of -----WITNESS:TRANSFEROR
TRANSFEE

37. (g) No transfer shall be made to a minor or a person of unsound mind, but transfers may be made to anybody corporate including a trust.
(h) Every instrument of transfer shall be left at the office for resignation, 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 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.
38. (i) The Directors, without assigning any reason for such refusal, may decline to register any transfer of shares on which the Company has a lien and in the case of shares not fully paid-up may refuse to register a transfer to a transferee of whom they do not approve. Such refusal shall not be affected by the fact that the proposed transferee is already a member.
(j) If the Directors refuse to register the transfer of any shares, they shall, within two months from the date on which the instrument of transfer was lodged with the Company send to the transferee and transferor notice of the refusal.
39. (k) All instrument 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.
(l) No fee shall be charged by the Company for transfer of shares
(m) On giving seven days' previous notice by advertisement in some newspaper circulating in the neighborhood of the office the Transfer Books and the Register may be closed during such time as the Directors think fit, not exceeding in the whole 45(forty-five) days in each year, but not exceeding 30(thirty) days at time.
40. (n) The executors or administrators or other legal representative of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and, in case of death of any one or more of the joint-holder of any registered shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such shares, but nothing herein 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 persons.
41. Before recognizing any executor or administrator the Directors may require him to obtain a Grant of Probate or Letters of Administration or succession certificate or other legal representation, as the case may be from a court in Bangladesh having jurisdiction in the matter. Provided, nevertheless that in any case where the Directors in their absolute discretion think fit it shall be lawful for them to dispense



with the production of probate or letter of Administration or succession certificate, or such other legal representation upon such terms as to indemnity or otherwise as the Directors in their absolute discretion may consider necessary.

INCREASE OF SHARE CAPITAL

42. INCREASE AND REDUCTION OF CAPITAL: (a) The Company may from time to time by ordinary resolution increase the authorized capital by the creation of new shares of such amount as may be deemed expedient.
(b) Subject to any special rights or privileges for the time being attached to any issued shares the 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, as the Directors shall determine, and in particulars such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.
43. (c) Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of capital all new shares shall be offered to the members in proportion, as nearly as circumstances permit, to the amount of the existing shares held by them; and such offer shall be made by notice specifying the number of shares to which the member is entitled to subscribe 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 member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors, in like manner, may dispose of any such new shares, which, by reason of any difficulty in apportioning the same cannot, in the opinion of the Directors, be conveniently offered in manner herein before provided.
44. (d) Except so far as otherwise provided by the conditions of issue or by the Articles any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, voting and otherwise.
(e) The Company may by ordinary resolution alter the conditions of its Memorandum as follows:
Consolidate and divide all or any of its share~~s~~ capital into shares of larger amount than its existing shares.
45. (f) Cancel shares which, at the date of the passing of the resolution on that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; or
(g) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived. Convert all or any of its paid-up shares into stock and reconvert that stock into paid-up shares of any denomination.
(h) Subject to confirmation by the court, Company may by Special Resolution reduce its share capital in any manner authorized by of the Act.



MODIFICATION OF RIGHTS: Whenever the capital, by reason of the issue of

preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 71 of the Act, be modified, commuted, affected, abrogated, varied or dealt with by agreement between company and any persons purporting to contract on behalf of that class, provided such agreement is (A) ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of that class, or (B) sanctioned by an Extraordinary Resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to the general meeting, shall mutatis mutandis, apply to every such meeting, except that the quorum thereof shall be not less than two members holding or representing by Proxy one-half of the nominal value of the issued shares of the class.

47. This article is not by implication to curtail the power of modification, which the Company would have if these Articles were omitted.
48. RESTRICTION ON PURCHASING COMPANY'S OWN SHARE: None of the moneys 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 give to any person any guarantee or financial assistance, whether directly or indirectly, for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.

BORROWING POWERS

49. (a) The Directors may from time to time at their discretion, raise or borrow from any person, bank or financial institution and secure the payment of any sum or sums of money for the purpose of the company and may themselves lend to the Company on security or otherwise, and for that purpose they may enter into any agreement.
50. (b) The Directors may raise or secure the repayment or payment of any sum or sums of money in such manner, and upon such terms and conditions in all respects as they think fit; and in particular by the creation of any mortgage or charge on the undertaking or the property, present or future, or uncalled capital of the Company; or by the issue of bonds, perpetual or redeemable, debenture or debenture-stock of the Company charged upon all or any part of the property of the company, both present and future, including its uncalled capital for the time being; or by making drawing, accepting or endorsing on behalf of the Company promissory notes, or bills of exchange or other negotiable instruments or giving or issuing any other security of the Company; and
51. Any one or more of the Directors may guarantee the whole or any part of loans or debts incurred by or on behalf of the Company including any interest or premium payable thereon with power to the Directors to indemnify the guarantors from or against liability under their guarantee by means of mortgage or hypothecation of or charge upon any property and assets of the Company and / otherwise.

(c) 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.

(d) Any Debenture, debenture-stock, bonds and other securities may be issued at a



discount, premium or otherwise and with any special privilege as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

53. (e) The Directors shall cause a proper register to be kept in accordance with Section 174 of the Act, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of Section 159 and 160 of the said Act, in regard to the registration of mortgages and charges therein specified and otherwise, and shall also duly comply with the requirements of Section 168 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 Section 172 of the Act, as to giving intimation of the payment or satisfaction of any charge or mortgage created by the Company.
54. (f) Every register of holders of debentures of the Company may be closed for any periods 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 of any such debentures and of any member of the Company; but the Company may in general meeting impose any reasonable restrictions so that at least two hours in each day when register is open are appointed for inspection.
55. (g) Subject to provisions of Section 38(3) and (6) of the Act no transfer of registered debentures shall be registered unless a proper instrument of transfer duly stamped, signed and executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of debentures.
56. (h) If the Directors refuse to register the transfer of any debentures, they shall, within one month 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.
(i) The Company shall comply with the provisions of section 175 of the Act, as to allowing inspection of copies kept at the office in pursuance of Section 168 of the Act, and as to allowing inspection of the register of mortgages to be kept at the office in pursuance of Section 174 of the Act.
57. (j) The company shall comply with the provisions of Section 176 of the Act, as to supplying copies of any register of holders of debentures or of any trust deed for securing any issue of debentures.
58. (k) 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 Seal authorize the person in whose favour such mortgage of security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital and the provisions hereinbefore 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 Directors' power or otherwise and shall be assignable if expressed so to be.



STATUTORY MEETING

59. The statutory meeting of the Company shall, as required by Section 83 of the Act, be held within a period of not less than one month and not more than six months from the date at which the Company is entitled to commence business and at such place as the Directors may determine and the Directors shall comply with other requirements of that Section.

GENERAL MEETING

60. (a) At least one 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 Gregorian calendar year at such time, not being more than fifteen months after the holding of the last preceding general meeting, and at such place as may be determined by the Directors
(b) The General Meeting referred to the provision in Article shall be called an Annual General Meeting and all other meetings of the Company shall be called Extraordinary General Meetings.
61. (c) The Directors may, whenever they think fit, and they shall, on the requisitions of the holders of not less than one-tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extra Ordinary General Meeting of the company, and in the case of such requisition the following provisions shall have effect: -
The requisition must state the object of the meeting, and must be signed by the requisitionist and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
62. If the Directors do not proceed within twenty one days from the date of the requisition being so deposited to cause a meeting to be called, the requisitionists, or a majority of them in value, may themselves call the meeting, but any meeting so called shall be held before the expiration of three months from the date of deposit of the requisition. Any meeting called under this Article by requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Directors.
63. A requisition by joint-holders of shares must be signed by all such holders. Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors duly to convene the 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 services to such of the Directors as were in default.
64. (d) An Annual General Meeting may be called by Twenty-One days notice in writing, and a meeting other than an Annual General Meeting may be called by twenty-one days notice in writing; provided that a meeting may be called by shorter notice than aforesaid, if it is so agreed in writing:
(e) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and
(f) in the case of any other meeting by the members holding not less than ninety five percent of such part of the paid-up share capital of the company as gives a right to vote at the meeting.



65. (g) Notice of the meeting of the Company with the statements of the business to be transacted at the meeting shall be served on every member in the manner in which notice are required to be served by articles.
(h) Any accidental omission to give notice to, or the non-receipt of notice by any member shall not invalidate the proceedings at any such meeting.
(i) No business may be transacted at any general meeting, which is beyond the scope of the notice convening the meeting or of the statement of business accompanying such notice.
66. (j) A meeting of the shareholders may consist of a conference between shareholders some or all of whom are in different places, provided that each shareholder who participates is able: to hear (or otherwise receive real-time communications made by) each of the other participating shareholders addressing the meeting; and b. if he so wishes, to address all of the other participating shareholders simultaneously (or otherwise communicate in real-time with them), whether directly, by conference telephone or by any other form of communications equipment or by a combination of those methods. A quorum is deemed to be present if the conditions of this Article are satisfied in respect of at least the numbers of shareholders required to form a quorum under these Articles.

PROCEEDING AT GENERAL MEETING

67. (a) The business of an annual general 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 directors in place of those retiring by rotation, to appoint auditors and fix their remuneration to vote remuneration, or extra remuneration to the directors, to declare dividends and to transact any other business, which under the Articles and under the Act ought to be transacted at an Annual General Meeting. All other business at an Annual General Meeting and all business transacted at an Extra Ordinary General Meeting shall be deemed special.
68. (b) Four members entitled to vote and present in person shall be a quorum for a general meeting.
(c) No business shall be transected at any general meeting unless the quorum requisite shall be present at the time when the meeting proceeds to transact business.
(d) The Chairman elected pursuant to the provision in the Articles shall be entitled to take the chair at every general meeting, or if there be no such Chairman, or if at any meeting the Chairman shall not be present within thirty minutes after the time appointed for holding such meeting, or is unwilling to act, the members present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the members present shall choose one of their number being a member entitled to vote to be Chairman.
69. (e) 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 within half-an-hour from the time appointed for the meeting those members who are present shall be deemed to be quorum and may transact all business which a full quorum might have done.
- (f) Every question or resolution submitted to a meeting shall be decided in the first instance by a show of hands and in case of an equality of votes the Chairman shall, both on a show of hands and at a poll, have a casting vote in addition to the vote



or votes to which the Chairman may be entitled as a member.

70. (g) At any 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 of the persons hereinafter mentioned 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, or 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 proof of the number or proportion of the votes recorded in favour of or against the resolution. Any of the following persons may demand a poll: The Chairman of the meeting. Any five members present in person or by Proxy, and Any member or members holding not less than one-tenth of the issued share capital, which carries voting rights.
71. (h) On a demand being made immediately after a poll is duly demanded, by such members as are qualified to demand a poll, the Chairman shall, or at his/ her own discretion without any such demand may, appoint two scrutinizers to scrutinize the votes given on the poll and to report thereon to the Chairman. The Chairman shall have the power at any time before the result of the poll be declared to remove a scrutinizer from office and to fill vacancies in the office of the scrutinizers arising from any cause whatsoever, provided that one scrutinizer shall be a member (not being a Director) present at the meeting.
72. (i) 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 either at once or at an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of the 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.
- (j) 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 has been demanded.
73. (k) The Chairman of a general meeting may with the consent of the members present 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. It shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for holding of the adjournment meeting. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

VOTE OF MEMBERS

74. (a) Subject to any special rights or restrictions as to voting upon which any shares may be held, on a show of hands every member present in person or by Proxy or a representative of a body corporate appointed in accordance with the provisions of Section 86 of the act, shall have one vote, and upon a poll every member present in person or by Proxy or a representative of a body corporate appointed under Section 86 of 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



provisions of Section 86 of the Act is in force.

75. (b) 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 Section 86 of the Act, shall not be deemed to be Proxy, and the production at the meeting of a copy of such resolution duly signed by one director of such company and certified by him as being 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.
76. (c) Any person entitled under 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 share, provided that seventy-two 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 vote at such meeting in respect thereof. If any member be lunatic, idiot or non-compos mentis, he may vote whether by show of hand or at a poll by his committee of curator boonies or other legal curator and such last mentioned may give their votes by Proxy.
77. (d) Where there are 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, then 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 stand shall for the purpose of this Article be deemed joint holders thereof.
78. (e) Votes may be given either personally or by Proxy, or, in the case of a body corporate, by a representative duly authorized as aforesaid.
- (f) The instrument appointing a Proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if such appointer is a body corporate either or under the hand of an officer or attorney so authorized. No person shall be appointed a Proxy who is not a member of the Company and qualified to vote save that a body corporate, being a member of the Company may appoint as its Proxy any officer thereof whether a member of the Company or not.
79. (g) The instrument appointing a Proxy and the power-of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument of Proxy shall not be treated as valid.
80. (h) A vote given in accordance with 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 or transfer of the share shall have been received by the office before the meeting. Provided



nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he/ she may in his/ her discretion think fit of the due execution of an instrument of an instrument of Proxy and that the same had not been revoked.

(i) Every instrument appointing a Proxy shall, as nearly as circumstances will admit, be in the form or to the effect following, and shall be retained by the company.

81. Beach Paradise Hotel & Resort PLC.

I _____ of _____ being a member of the Summit Power Limited hereby appoint Mr _____ of _____ or failing him _____ of _____ as my proxy in my absence to attend and vote for me, and in my behalf at the Annual/ Extraordinary General Meeting of the company to be held on the.....day of _____ and at any adjournment thereof.

AS WITNESS my hand this _____ day of _____

Signed by the said _____ Membership No _____ Share No _____

82. (j) 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 whilst any call or other sums shall be due and payable to the company in respect of any of the shares of such member.

(k) No objection shall be taken 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 and shall be deemed valid for all purposes.

DIRECTORS

83. Unless Otherwise determined by the company in general meeting the number of directors shall not be less than 3(Three) and not more than 20(Twenty).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. Mohammad Gias Uddin
2. M. F. Islam Milon
3. S M Nuruzzaman
4. Md. Abdus Salam (Salim)
5. Mohammad Abdul Matin
6. S. M. Rokon Uddin
7. Md. Razu Ahmad Sarkar
8. Md. Monirul Alam Hawlader
9. Al-Haj Din Mohammad
10. Abu Naser Mohammed Masud Hossain
11. M. Zaman
12. Mst. Shilpi Begum
13. Md. Mizanur Rahman
14. Kishore Biswas
15. Md. Noor E Alam Siddique
16. A. K. M Parves Sazzad
17. Md. Fakrul Alam
18. Md. Jahir Miah
19. Md. Mahbub Hafiz
20. Fatema Parvin



84. b) The qualification of a Director shall be the holding in his /her own name alone and not jointly with others at least 70,000 (Seventy thousand) ordinary shares of Tk. 10/- (ten) each of nominal value Tk. 7,00,000/- (Seven lac) only unless otherwise determined by the Board of Directors. A Director may act as a Director before acquiring his qualification but shall in any case acquire the same within two month from his appointment or election.
85. (c) The Directors shall have power at any time and from time to time to appoint any person other than a person who has been removed from the office of a Director of the Company, as a Director either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the number fixed by Articles. A Director so appointed shall hold office until the next following Annual General Meeting and then shall be eligible for re-election.
86. (d) The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum fixed by the Articles the remaining Director or Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.
- (e) The Directors shall have power at any time and from time to time to appoint any person or persons as executive and / or technical director and such director or directors may be appointed for a fixed period on such special remuneration as may be determined by the Directors. Such directors shall have no right to attend meetings of Directors and vote thereat.
87. (f) A Director shall be entitled to a fee of a sum of money as fixed by the Board from time to time for each meeting of the Board and its Committees attended by him/her.
- (g) The Directors may allow and pay to any Director, who for the time being is resident out of the place at which any meeting of the Directors may be held and who shall come to that place for the purpose of attending the meeting, such sum as the Directors may consider fair and reasonable for his expenses and loss of time in connection with his attending at the meeting in addition to his remuneration as specified in the immediately preceding Article.
88. (h) If any Director being willing shall be called upon to perform extra services or to make any special exertion in going or residing away from Bangladesh for any of the purposes of 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 by such sums or sums of money as may be determined previously by the Company in a general meeting.
89. (i) If any of the Directors or members is called upon to perform any duty in Bangladesh or abroad, in connection with the business of the company or for any interest thereof or for attending any meeting, convention or the like which the Director may deem necessary and expedient for the interest or goodwill of the Company, such Directors or members of the company shall be entitled to be paid such amount of money as the Directors may sanction for the purpose.



90. (j) A person shall not be capable of being appointed as Director, if he has been found to be of unsound mind by a competent court and the finding is in force; or he is an undercharge insolvent; or he has applied to be adjudicated as an insolvent and his application is pending; or he has not paid any call in respect of shares held by him, whether alone or jointly with others, and six-months have elapsed from the last day fixed for the payment of a call; or he is a minor; or he has been convicted by a court of law of any criminal offence anywhere in the world.
91. (k) The office of a Director shall ipso facto be vacated if: he fails to hold, the share qualification necessary for his appointment, or he is found to be of unsound mind by a Court of competent jurisdiction, or he is adjudged an insolvent, or becomes bankrupt or suspends payment or compound with his creditors, or he fails to pay calls made on him in respect of shares held by him within six months from the date of such calls being made, or he or any firm of which he is a partner or any private company of which he is a director, without the sanction of the Company in general meeting accepts or holds any office of profit under the Company (within the meaning of Section 104 of the Act) other than that of a Managing Director or Manager or a legal or technical adviser or a banker,
92. Or he absents himself from three consecutive meetings of the Directors, or from all meetings of the Directors for a continuous period of three months, whichever is the longer, without leave of absence from the Board of Directors, or he or any firm of which he is a partner or any private company of which he is a director accepts loan or guarantee from the Company in contravention of Section 103 of the Act, or he acts in contravention of Section 105 of the act, or by notice in writing to the Company he resigns his office, or he commits an offence punishable under the Bangladesh Penal Code and being under the provisions of the Criminal Procedure Code non ȷbail able, or he be requested in writing by all his co-Directors to resign, or he be removed from office by an Extraordinary Resolution of the company.
93. (l) Subject to the provisions of Section 105, 130 and 131 of the Act, the Directors shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise, not shall any such contract or arrangement entered into by or on behalf of the company with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Directors so contracting or being such member or so interested be liable to account to the company for any profit realised by any such contract or arrangement is determined on, if the interest then exists, or in any other case at the first meeting of the Directors after the acquisition of the interest.
94. Provided nevertheless that no Director shall vote as a Directors in respect of any contract or arrangement in which he is so interested as aforesaid and, if he does so vote, his vote shall not be counted, but he shall be entitled to be present at the meeting during the transaction of the business in relation to which he is precluded from voting although he shall not be reckoned for the purpose of ascertaining whether there be a quorum of Directors present. This provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them as indemnity against any loss, which they or any one or more of them may suffer by reason of becoming or being sureties or surety for the Company.



A general notice that any Director is a Director or a member of a specified company

or is a member of any specified firm, and is to be regarded as interested in any subsequent transaction with such firm or company, shall as regards any such transaction be sufficient disclosure under this Article and after such general notice, it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

QUORUM (AGM)

96. 17 (Seventeen) members present in person entitled to vote will form the quorum in any General Meeting. The Board of Directors whenever they think necessary may call a General Meeting whether ordinary or extra-ordinary at such time and place as they think fit. The Managing Director on behalf of the Board shall issue the notice of the Board. The Chairman of the Company shall preside over the General and Extra-Ordinary General Meeting. In absence of Chairman, Managing Director shall preside in that meeting of the Company.
97. Each Director shall receive by way of remuneration a sum of money for every meeting attended by him and such traveling and other allowances as may be decided by the Board of Directors from time to time. A resolution or circular in writing signed by all the members of the Board of Directors shall be as valid and effectual as if it had been passed at the meeting of the Board of Directors duly called and constituted.

QUORUM (Board Meeting)

98. 7 (Seven) Directors, present in person and entitled to vote shall form a quorum for any meeting of the Board of Directors of the Company. For the purpose of presence, physical presence is not mandatory. No business shall be transacted at any meeting unless the quorum of Directors is present at the time when the meeting proceeds.

CHAIRMAN

99. Mohammad Gias Uddin shall be the first chairman of the Company for 10 (ten) years from the date of incorporation of the Company, There shall be a Chairman of the Company who shall be elected from the directors. She will preside over all the meetings of the Board of Directors as well as Annual general meeting or extra-ordinary general meeting. The Chairman shall have a casting or second vote in any meeting, either Board or Shareholders meeting.

MANAGING DIRECTOR

100. M. F. Islam Milon shall be the first Managing Director of the Company for 5 (Five) years from the date of incorporation of the Company and shall hold his position until he resigns voluntarily or otherwise becomes disqualified under the provision of Section 108 (1) of the Companies Act, 1994. After completion of 5 (Five) years, he may be re-appointed as Managing Director for such term as may be determined by the Board, subject to the approval of the Company in a General Meeting.

CHIEF EXECUTIVE OFFICER (CEO)

101. That the board shall appoint Chief Executive Officer (CEO) of the company upon invitation of application and salary fixation formalities shall be performed by the Board in consideration of the best interest of the company but the board shall not appoint any director or shareholder of the company as Chief Executive Officer of the Company.

POWER OF CHAIRMAN

The Chairman of the company shall run its day to day business affairs and he shall have following powers.



103. To pay the costs, charges, and expenses, preliminary and incidental to the promotion formation, establishment and registration of the Company and to make purchases of all goods raw materials, etc. and selection of managerial personnel and to refer any claims or demands by or against the company to arbitration and observe and perform or resist the wards and to ensure all such property, movable or immovable, goods or belongings of the company which may be of an insurable nature against such risks and contingencies and to act on behalf of the company in all matters relating to bankruptcy and insolvency.
104. From time to time provide for the management of the affairs of the company either in different part of Bangladesh or elsewhere in such manner as he thinks fit and in particular, to establish various department and branch office for conducting and managing the affairs and business of the company. To appoint any person to be the attorney, paid director, departmental manager, or agent of the company or, solar as the terms of appointment of this company to the office of the managing Agents, secretaries or any other company, firm or persons, with such powers (including powers to sub-delegate and upon such terms as may thought fit) and to provide for the conduct and management of the affairs of the company from time to time and at any time outside Bangladesh by way for local broad branches, agencies or otherwise and appointment of any person to be member and or officer of local of agents or paid director secretaries or other officer and fix their remuneration.
105. To delegate any persons appointed under the preceding sub clauses such authorities and discretion as he may think fit and also the power to sub delegate such powers to any other persons and further to invest such appointees with authority and power to comply with requirements of any local status of Bangladesh and foreign countries as may be necessary to comply with, subject to the approval of the Board of Directors and to invest and deal with any of the money of the company not immediately required for the purpose of the company upon such shares securities or investments (not being shares in the company) and in such manner as he may think fit, and from time to time vary or realize such investments with the approval of the Board.
106. To purchase or otherwise acquire for the company property, rights or privileges which the company authorized to acquire, at such price and on such terms and conditions as he thinks fit, and to sell, let exchange or otherwise dispose of all or any part of the properties, privileges and undertaking of the company upon such consideration as he may think fit subject to the approval to the Board and to make draw, endorse, sign, negotiate and give all cheques, bill of lading, order and promissory notes and negotiable instruments required in the business the company and may also sign and give all effectual receipts and other discharges for money payable to the company and for the claims and demands of the company and to appoint, employ and instruct solicitors and counsels.
107. To pay at his discretion for any property, right, privileges, acquire by or service rendered to the company either wholly or partly, in cash or in shares, debentures or other securities that may be either specifically charged upon all or any part of the property of the company and its uncalled capital not so charged and to secure the fulfillment of any contracts or engagements entered into by the company mortgage or charge of all or any of the property of the company and it's unpaid and or uncalled capital for the time being or such other manner as he thinks fit and to appoint, and at his discretion to remove or suspend such, agents, managers secretaries, officers, clerks, assistants and servants for permanent, temporary or



special service as he may think fit and determine their powers and duties and fix their salaries, emoluments and security in such instances and to such amounts as he thinks fit.

108. To institute, conduct, defend compound or abandon any legal proceedings 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 of any debts or of any claims or demands by or against the company and to execute in the name and on behalf of the company, in favour of any Directors or other persons, who may inquire or be about to incur any personal or other liability for the benefit of the company, such mortgages of company's property present and insure as he thinks fit and any such mortgage may contain a power of sale and said other power, convenience and provisions as shall be agreed upon and to give to any persons employed by the company a commission or share on the profit of any particular business or transaction or a share in the general profit of the company.
109. From time to time to make, vary and repeal by laws for the regulation of the business of the company, its officers and servants and to enter into all such negotiations and contracts and rescind and vary all such contracts and to execute and do all such acts, deeds and things in the name and on behalf of the company as he may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the company and to set aside before recommending any dividends portion of the profit of the company to form fund to be provided for such pensions, gratuities or compensation as mentioned in the preceding sub-clauses or to create any provident or benefit fund for the purpose in such or any other manner as the Chairman may deem fit.
110. To make and alter rules and regulations concerning the same and manner of payment of the contributions of the employees and the company respectively to any such fund as provided in the proceeding sub clauses and the actual suspension and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise on the relation to the working and management of the said fund as he shall think fit and to delegate all or any of his/her powers to any Director, Manager, Secretary, Agent, Assistant or other officer of the company as he may from time to time deem fit subject the approval of the Board.
111. To manage the business and all other affairs of the Company and look after all activities of Project Director, to appoint and employ officers, clerks, servants and day laborers for the Company and to remove or discharge them and appoint others and to pay the salary, remuneration and wages to the persons so employed and also to pay the preliminary expenses and other expenses for the formation and registration of the Company. To borrow or raise money by way of loans or overdrafts or by the creation of mortgage, charge of hypothecation or otherwise and on such terms and conditions as he may think fit and to sign, execute, seal and delivery necessary documents for securing the loan.
112. To demand, sue for, realize and recover all dues, claims, demand, damages and compensations due and payable to the Company and to take proceedings, civil, criminal, revenue or otherwise and whether original or appellate. To purchase or otherwise acquire for the Company any land, building, office, goodness, licenses, rights, privileges, concessions, plant, machineries, goods, equipment and utensils as



may be required by the Company and at such consideration and on such terms and conditions as he may think fit.

113. To open branch office of the Company in Bangladesh or in any other foreign country as he may think necessary and also to close the same. To sign, bills, vouchers, certificates, deeds, agreements, promissory notes, and any other negotiable or transferable instruments. To settle, compound, submit to arbitration, compromise and withdraw any suits, accounts, claims and demands what ever whether arising from any legal proceedings or not.
114. In absence of the Chairman of the Company, the Managing Director of the company shall exercise and perform all the above powers and functions of the Chairman by the approval of the board.

POWER OF MANAGING DIRECTOR

115. The Managing Director shall subject to the approval of the Chairman implement decision of the Board of Director for the betterment of the company.
116. To invest the reserve fund of the Company and to dispose of same in such manner as the Board of Directors may think fit and proper. To delegate all or any of his powers to any Director, manager, Secretary, Agent, Accountant, Assistant or other officer of the Company as he may from time to time deem fit with the Approval of the Board of Directors.
117. To present for registration before the District Registrar, sub-registrar or any other registering authority and deed of documents executed by the managing director or any other director if so authorized by the board of director in that behalf and to admit execution thereof and also to present for registration before any registering authority and deed or document executed in favour of the Company and generally to do all other acts and things in that behalf.
118. To give donations and subscriptions to any charitable, benevolent, religious, social and cultural objects. To sign and verify plaints, written statements, petitions, applications and vakalatnamas, authorizing legal practitioners to act for and on behalf of the Company before all courts, civil, criminal, revenue or otherwise and generally to do all other acts and things may be necessary from time to time in connection with the business of the Company in different department under the Government and any other public or private officers.

EXECUTIVE COMMITTEE

119. There may be an executive committee of the company consisting of minimum 3 (three) and maximum 09 (Nine) members to implement and execute the decisions of the Board of Directors and to look after the day-to-day affairs of the Company and submit their progress report to the following Board meeting. Proceeding of the meeting of the Executive Committee of the company shall be decided by the board from time to time. The Executive Committee shall meet at least once a month. 05 (five) members present in person in the meeting shall form quorum of the Executive Committee (EC) meeting. The Executive Committee shall be accountable to the Board. Subject to the prior approval of the Board the Executive Committee may run and execute any emergency activities for the interest of the Company.



120. The Chairman of the Company will be the Chairman of the Executive Committee and the Managing Director of the Company will be the Member Secretary of the Executive Committee while the Managing Director will be the Ex-officio member of the Executive Committee. The members of the Executive Committee will be entitled to remuneration and other allowances as decided by the Board. The present Executive Committee will consist of the following persons:
1. Mohammad Gias Uddin
 2. M. F. Islam Milon
 3. S M Nuruzzaman
 4. Md. Abdus Salam (Salim)
 5. Mohammad Abdul Matin
 6. S. M. Rokon Uddin
 7. Md. Noor E Alam Siddique
 8. Kishore Biswas
 9. Abu Naser Mohammed Masud
121. MANAGING AGENTS: The Board of directors may at any time appoint Managing Agents to manage the affairs of the company under the control and direction of the Board upon such terms and conditions as they think fit, subject to the provision of the Companies Act, 1994.

BANK ACCOUNT

122. The company shall open Bank Account(s) with any Commercial Bank/Private Bank/Scheduled Bank(s) or Financial Institutions and shall be operated Joint signature of Chairman and any one Director or in such manner as the Board of Directors shall decide in their board meeting. To open bank account(s) or any account(s) with any financial institution(s) and to operate such account(s) signature of the Chairman must present on such operation.

ROTATION OF DIRECTOR

123. APPOINTMENT, REMOVAL AND ROTATION OF DIRECTORS: (a) At the first Annual General Meeting, the whole of the Directors shall retire from office and at the Annual General Meeting to be held in every subsequent year, one-third of the total number of Directors for the time being or, if their number is not three or multiple of three, then the number nearest to one-third shall retire from office. A Director retiring at a meeting shall act as a Director throughout the meeting at which he retires.
(b) The Directors to retire in 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 to retire shall, unless they otherwise agree among themselves be determined by lot. A retiring Director shall be eligible for re-election.
124. (c) The Company at the General meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill up such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and not carried.
(d) A member, not being a retiring Director, shall not be eligible for election to the office of a Director at any general meeting, unless some other member intending to propose him has, not less than fourteen days nor more than two months before the meeting, left at the office in writing duly signed, signifying his candidature for the office or the intention of such member to propose him, and also a letter from the member proposed consenting to act as a Director if elected.



125. (e) If at any meeting at which an election of Directors ought to take place, the offices of the vacating Directors are not filled in, 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 offices of the vacating Directors are not filled in, the vacating Directors or such of them as have not had their offices filled in shall be deemed to have been re-elected at the adjourned meeting.

(f) The Company may by Extraordinary Resolution remove any shareholder Director before the expiration of his period office, and may by ordinary resolution appoint another person in his stead. 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 elected Director. A Director so removed shall not be eligible to become a Director.

ALTERNATE DIRECTOR

126. ALTERNATE DIRECTORS AND LOCAL MANAGEMENT: (a) The Board of Directors may appoint an Alternate Director, to act for a Director hereinafter in this Article called the original Director during his absence for a continuous period of not less than three months from Bangladesh; such Alternate Director shall be nominated by the original Director. The Alternate Director shall not hold office as such for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate the office, immediately after he receives information that the original Director has returned to Bangladesh. Such Alternate Director shall not require any share qualification, and whilst he holds office as an Alternate Director shall be entitled to notices of meetings of Directors and to attend and vote thereat accordingly.

127. (b) If the term of office of the original Director is determined before he returns to Bangladesh any provision for automatic re-appointment of retiring Directors in default of another appointment shall apply to the original and not to the Alternative Director.

(c) An Alternate Director shall be entitled to receive notices of and to vote at general meeting of the Company on behalf of the original Director and generally to represent him in the same manner as if he had been appointed a Proxy under the provision of the Articles.

128. (d) The Directors may make such arrangements as may be thought fit for the management of the affairs of the Company outside Bangladesh and may for this purpose (without prejudice to the generality of their powers) appoint local boards, attorneys and agents, and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The company may exercise all the powers of Section 129 of the Act, and the foreign seal shall be affixed by the authority and in the presence of, and the instrument sealed therein shall be signed by, such persons as the Directors shall from time to time by writing under the Seal appoint.

PROCEEDING OF DIRECTORS

129. PROCEEDINGS OF THE MEETING OF THE DIRECTORS: (a) The Directors shall elect a Chairman of the Company after every Annual General Meeting from the Directors represent in the sponsor group. (b) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meeting and proceedings as they think fit provided that the requirements of sections 95 and 96 of the Act are met. Until otherwise determined, the quorum for the meetings of the Directors shall be 4 (Four) Directors present in person. If the quorum is not present within half an hour of the time fixed for the meeting the meeting shall stand adjourned to the next week same day and same hour.



130. (c) The Chairman may at any time, and shall upon the request of a Director, direct the Secretary to convene a meeting of Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of any equality of votes, the Chairman shall have a second or casting vote. The meeting of the Directors shall be normally held at the office, but the Directors shall have power from time to time to fix the place where meetings of Directors shall normally be held.
- (d) The Chairman shall preside over all meetings of the Directors. If at any meeting of the Directors the Chairman be not present at the time appointed for holding the same, the Directors present shall choose some one of their member to be Chairman of such meeting.
131. (e) 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 discretion by or under the Articles vested in or exercisable by the Directors generally.
- (f) The Directors may from time to time 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 so formed shall in the exercise of the powers so delegated, conform to any regulations and directions that may from time to time be imposed upon it by the Directors.
- (g) The meeting and proceedings of such Committees consisting of two or more members, shall be governed by the provisions herein contained for regulation the meeting and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by regulations made by the Directors under the last preceding Article.
132. (h) A resolution in writing signed by all the Directors for the time being in Bangladesh shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and this notwithstanding that such resolution may be signed at different places or times.
- (i) All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall notwithstanding that it shall it shall afterwards be discovered that were some defects in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had 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 Director after the appointment of such Director has been shown to be invalid.
133. (j) The Directors shall cause minutes to be duly entered in books provided for the purpose:
of the names of the Directors present at each meeting of the Directors.
of all order made by the Directors and Committee of Director.
of all resolution and proceedings of general meetings and meetings of the Directors and Committee of Directors of all appointment of officers.
- (k) And 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 the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWER OF DIRECTORS

- (a) The control of the Company shall be vested in the Directors and the business of the Company shall be managed by the Directors, who may pay all expenses in forming and registering the Company, and may exercise all such powers of the Company as are not, by the Act or any statutory modification thereof for the time



being in force, or by the Articles, required to be exercised by the Company in general meeting, subject nevertheless to any regulation of the Articles, to the provision of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribe.

135. (b) Without prejudice to the general powers conferred by the last preceding Article and to any other power or authorities conferred by the Articles on the Directors, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:- To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company;
136. To purchase or otherwise acquire for the company, any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit and subject to the provisions of Section 107(a) of the Act, to sell, let, exchange or otherwise dispose of absolutely or conditionally any part of the property, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit.
137. To pay for any property, rights or privileges acquire by or services rendered to the Company either wholly or partially in cash or in shares (subject to Section 155 of the Act), bonds, debentures or other securities of the company , and any such shares may be issued either as fully paid-up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be specifically charge upon all or any part of the property of the Company and its uncalled capital or not so charged;
138. To secure the fulfillment of any contracts, agreements or engagements entered into 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 they think fit; 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 purposes; and to execute and do all such deeds; documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees; Subject to the provisions of Section 107(b) of the Act, to institute, conduct, defend, compound and 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 debts due and of any claims or demands by or against the Company.
139. To refer any claims or demands by or against the Company to arbitration and observe and perform the awards; To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company;
- To act on behalf of the Company in all matters relating to bankrupts and insolvent. Subject to the provisions of Section 58 and 103 of the Act, to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares of this Company) and in such manner as they think fit, and from time to time vary or realise such investments.



140. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the company such mortgages of the company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed upon. To give to any person employed in the Company as remuneration for services a commission or share of profit shall be treated as part of the working expenses of the Company.
141. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the company such mortgages of the company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed upon. Subject to provisions Section 399 of the Act, before recommending any division to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensation; or to create any provident fund or benefit in such or any other manner as the Directors may deem fit;
142. To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the Company respectively to any such fund and the accrual, employment, suspension and forfeiture of the benefits of the said fund and application and disposal thereof, and otherwise in relation to the working and management of the said fund as the Directors shall from time to time think fit; To enter into all such negotiations and contracts and rescind and vary 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.
143. To make, draw, endorse, sign, accept, negotiate and give all cheques, bills of lading, draft, orders, bill of exchange and promissory notes and other negotiable instruments required in the business of the Company. To pay and charge the same to capital expenditure of the Company any interest payable out of capital under the provisions of Section 157 of the Act; To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as the Directors may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable and immovable property of the Company either separately or jointly, also to insure all or any portion of the goods, produce, machinery and other articles dealt with, imported or exported by the Company, and to sell, assign, surrender in pursuance of this power;
144. To open account with any bank or banks or with any company, Firm, individual and to pay money into or draw money from any such account from time to time as the directors may think fit; To determine, from time to time, who shall be entitled to sign on the company's behalf bills promissory notes, promissory receipts, acceptances, endorsements, cheque, releases, contracts and documents;
145. To provide for the welfare of the employees of the company and their wives, widows and families or the dependents of such person, by building or contributing to the building of house or dwelling 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 trust and providing



or subscribing or contributing to school, colleges, hospital and dispensaries, medical and such other assistance as the Directors shall think fit and to subscribe, contribute or otherwise assist or to grant money to charitable, benevolent, religious, scientific, national or other object which shall have any moral or other claim to support or to aid by the Company either by reason of locality of operation or public and general utility or otherwise.

146. Subject to the provisions of the Act, to delegate all or any of the powers hereby conferred upon them to such person or persons as they may from time to time think fit, other than power to issue debentures; The Chairman shall exercise such powers and fulfill such functions as may be determined from time to time by the Directors.

ANNUAL RETURNS

147. The Company shall make and file the Annual Return in accordance with Section 36 of the Act.

148. RESERVE AND DEPRECIATION FUND: (a) 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 Depreciation Account applicable at the discretion of the Directors, for providing against any depreciation in the investment of the Company or for rebuilding, restoring, replacing or for altering any part of the buildings, works, plant, machinery, or other property of the Company destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, civil commotion, wear and tear, or any other means whatsoever,

149. and For repairing, altering and keeping in good condition the property of the Company, or for replacement of absolute buildings, machinery and properties or for extending or enlarging the building, machinery and properties of the company with full power to employ the assets constituting such Depreciation Account in the business of the Company, and that without being bound to keep the same separate from the other assets.

150. (b) 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 Depreciation Account applicable at the discretion of the Directors, for providing against any depreciation in the investment of the Company or for rebuilding, restoring, replacing or for altering any part of the buildings, works, plant, machinery, or other property of the Company destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, civil commotion, wear and tear, or any other means whatsoever, and for repairing, altering and keeping in good condition the property of the Company,

151. or For replacement of absolute buildings, machinery and properties or for extending or enlarging the building, machinery and properties of the company with full power to employ the assets constituting such Depreciation Account in the business of the Company, and that without being bound to keep the same separate from the other assets. All moneys carried to the Reserves shall nevertheless remain and be profit 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 purpose 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.

DIVIDEND AND RESERVE

152. (a) Subject to the rights of members entitled to shares, if any, with preferential of special rights attached thereto and subject to the provisions of the Articles as to the reserves and depreciation fund the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be applied in the payment of dividend on the ordinary shares of the Company, but so that a partly paid-up share only entitle the holder with respect thereto to such a proportion of the distribution upon a fully paid up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not confer a right to participate in profits.
153. (b) The Company in general meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors, but the Company in general meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the Company of the year or any other undisturbed profits, and no dividend shall bear interest against the Company.
154. (c) The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. The Directors may retain any dividend on which the Company has a lien, and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
155. (d) Any general meeting declaring a dividend may upon the recommendation of the Directors resolve that such dividend be paid wholly or in part by distribution of specific assets and in particular of paid up shares, debentures or debenture stock either of the Company, or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.
156. (e) Any general meeting may upon the recommendation of the Directors resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the Reserves or other special account or in the hands of the Company and available for dividend and including any profits arising from the sale or revaluation of the assets of the Company or any part thereof or by reason of any other accretion to capital assets be capitalized and distributed amongst such of the members as could be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital, and

That all or any part of such capitalized fund be applied on behalf of such members in paying up in full any un-issued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distributions or payment shall



be accepted by such members in full satisfaction of their interest in the said capitalized sum.

158. (f) For the purpose of giving effect to any resolution under the Articles the Directors may settle any difficulty which may arise in regard to the distribution as they think fit expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such cash or specific assets in trustee upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with Section 151 of the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund and such appointment shall be effective.
159. (g) A transfer of share shall not pass the right to any dividend declared thereon behalf the registration of the transfer.
(h) The Directors may retain the dividends payable upon shares in respect of which any person is under the Articles entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member of such shares duly transfer the same.
(i) Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
160. (j) Unless otherwise directed any dividend may be paid by cheque or warrant sent by post to the registered address of the member or person entitled thereto, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint-holding or to such person and such address as the member or person entitled or such joint-holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent or to such person as the member or person entitled to such joint-holders as the case may be, may direct subject nevertheless to the provision of the Articles hereof whenever applicable.
161. The payment of every cheque or warrant so sent shall, if such cheque or warrant purports to be duly endorsed, be a good discharge to the company in respect thereof. Provided nevertheless that the company shall not be responsible for the loss of any cheque or dividend warrant which shall be sent by post to any member or by his order to any other person in respect of dividends or bonus.
162. (k) All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the directors for the benefit of the company until claimed. The company may forfeit unclaimed dividends after six years.



(a) The directors shall comply with the provisions of section 181 of the Act and shall keep proper books of account with respect to;
a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place

all sales and purchases of goods by the company
all assets and liabilities of the Company; and
all particulars relating to utilisation of material, labour and other items of overhead cost

(b) The books of account shall be kept at the office and shall at all times be open to inspection by the directors during business hours. The books of account relating to a period of not less than twelve years immediately preceding the current year together with vouchers relevant to any entry in such books of account shall be preserved in good order.

164. (c) 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 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 law or authorized by the directors or by the company in general meeting.

(d) Subject to the provisions of section 182 of the Act, the books account and other books and papers of the company shall be open to inspection during business hours by the registrar or by such other government officer as may be authorized by the government in this behalf, and the directors shall comply with other provisions of that section.

ACCOUNTS AND AUDIT

165. ACCOUNTS AND BALANCE SHEET: (a) The directors shall as be required by section 183 and 184 of the Act causes to be prepared and to be laid before the company in all Annual General Meetings such profit and loss account, income and expenditure account, balance sheet, and reports as are referred to in those sections.

166. (b) The profit and loss account shall in addition to the matters referred to in subsection (2) of section 185 of 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 year's 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.

167. (c) 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 Director as to the state of the Company's affairs, and the amount, if any, which they propose to carry to any reserves

(d) A copy of the balance sheet, the profit and loss account, and reports of the Directors and the auditor shall not less than fourteen days before the meeting be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder

(e) The Directors shall in all respects comply with provisions of Section 183 to 191 of the Act, or any statutory modifications thereof for the time being in force.



168. AUDIT: (a) Once at least in every year, the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.
- (b) At each Annual General Meeting the Company shall appoint an auditor or auditors to hold office from the conclusion of the meeting until the next Annual General Meeting; provided that the first auditor or auditors shall be appointed by the Directors within one month of the date of registration of the Company and the auditor or auditors so appointed shall hold office until the conclusion of the first Annual General Meeting. In the case of appointment in the Annual General Meeting the Company shall within seven days of the appointment give intimation thereof to every auditor so appointed.
169. (c) All matters relating to qualification, appointment, remuneration, removal, powers, rights and duties of the auditor shall be governed by the provisions of Sections 210 to 217 of the Act.
- (d) The auditor shall be entitled to receive all notices of and other communications relating to any general meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the auditor, and the auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends on any part of the business which concerns him as auditor.
- (e) Every balance sheet and profit and loss account when audited and approved by a general meeting shall be conclusive except as regards any errors discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth be conclusive.

NOTICE

170. (a) A notice may be given by the Company to any member either personally or by 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 the giving of notices to him.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posing a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post. A certificate in writing signed by the Managing Director or any Director that the envelope or wrapper containing the notice was addressed, prepaid and posted shall be conclusive evidence thereof.
171. (c) If a member has no registered address in Bangladesh, and has not supplied to the Company an address within Bangladesh for the giving of notices 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 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.
172. (d) A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description at the address, if any, in Bangladesh supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been supplied) by giving the notice in any



manner in which the same might have been given if the death or insolvency had not occurred.

173. (e) Notice of every general meeting shall be given in some manner here- in- before authorized to (a) every member of the company, including bearers of shares warrants, except those members who (having no registered address within Bangladesh for the giving of notices to them, and also to (b) 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.
(f) Any notice required to be given by the Company to the member or any of them and not expressly provided for by the Articles shall be sufficiently given by advertisement.
(g) Any notice required to be or which may be given by advertisement shall be advertised once in one or more daily newspapers circulating in neighborhood of the office.
(h) Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.
174. (i) Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such shares which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such share.
175. (j) A notice or document delivered or sent by post to or left at the registered address of any member in pursuance of the Articles shall, notwithstanding such member be then deceased and whether or not the Company may 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 member, until some other person or persons by such member, until some other person or persons be registered in his stead as the holder or joint-holder thereof and such service shall for all purposes of the Articles be deemed to be 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 shares.
(k) The signature to any notice to be given by the company may be written or printed.
176. (l) In the event of winding up of the Company every member of the Company who is not for the time being in the place where office is situated shall be bound within eight weeks after the passing of an effective resolution to wing 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 householder residing in that place upon whom all summonses, notices, processes, orders, and judgments 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 service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes,



and where the liquidator make any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in a newspaper circulating in the neighborhood of the office or by a registered letter sent through

the post and addressed to such member at his address as mentioned in the Register and such notice shall be deemed to be served on the day following that on which the advertisement appears 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 Articles.

178. RECONSTRUCTION: On any sale of the undertaking of the company, the Directors or the liquidator on a winding up may, if authorized by an Extraordinary Resolution, accept fully-paid or partly paid up shares, debentures or securities of any other company, whether incorporated in Bangladesh or not, either then existing or to be formed for the purchase in whole or in part of the property of the company, and the Directors (if the profits of the Company permit) or the liquidator (in winding up), may distribute such shares, debentures or securities, or any property of the company amongst the members without realization, or vest the same in trustees for them, and any Extraordinary Resolution may provide for the distribution or appropriation of the cash, shares, debenture, or other securities,
179. benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound-up, such statutory right (if any) under Section 294 of the Act as are incapable of being varied or excluded by the Articles.

SECRECY

180. 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 of secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate to the public.

INDEMNITY

181. Every Director, Manager, auditor or officer of the Company shall be indemnified out of the funds of the Company against any liability incurred by him as such Director, Secretary, Manager, auditor or officer in defending any proceedings, 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 any court.

ARBITRATION

182. Any dispute arising among the Directors themselves or between a member and the Board of Directors as to the true interpretation of these Articles or the implications thereof shall be referred to Arbitration constituted with nominee for each of the aggrieved parties under the provisions of the Arbitration Act, 2001 and the unanimous decision of the Arbitrators shall be binding upon the parties to the disputes, and if the Arbitrators differ in their opinion, an Umpire shall be selected by the Board of Directors of the company and the decision of the Umpire shall be final and binding on the parties. Arbitration affairs will be dealt and settled under the Arbitration Act 2001.

WINDING UP



183. (a) 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 capital paid-up or which ought to have been paid-up at commencement of the winding up on 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 reply 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.
184. (b) 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	Name : Mohammad Gias Uddin Father's Name : Abdul Jalil Mother's Name : Rokeya Begum Address : Vill- Khuduk Khali, Post- Shekher Khil-4390, Banskhal, Chattogram Date of Birth : 03-JAN-82 E-mail : sagorchy_bd@yahoo.com Phone : 01818850195 TIN : 118043754641 NID/Passport No. : 19821510825457471 Nationality : Bangladeshi	Chairman	1120000 (Eleven Lac Twenty Thousand shares)	sd/-
2	Name : M. F. Islam Milon Father's Name : Md. Abdul Karim Master Mother's Name : Mrs. Mazedra Karim Address : Vill-Arifpur, P.O. Khoshbas, P. S. Barura, Comilla Date of Birth : 01-JAN-79 E-mail : mfimilon@gmail.com Phone : 01670807061 TIN : 599698456899 NID/Passport No. : 19791910963139988 Nationality : Bangladeshi	Managing Director	560000 (Five Lac Sixty Thousand shares)	sd/-
3	Name : S M Nuruzzaman Father's Name : Md. Abdul Quddus Mother's Name : Mrs. Jamina Begum Address : Vill- Chandanail, P.O- Chandanail-3415, Muradnagar, Comilla Date of Birth : 15-APR-79 E-mail : bphrltd@gmail.com Phone : 01766 222222 TIN : 183536718731 NID/Passport No. : 6450269136 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
4	Name : Md. Abdus Salam (Salim) Father's Name : Md. Abdul Kader Mother's Name : Tahera Begum Address : Vill- Kashedda, P.O. Barura, Ward-07, P.S. Barura, Comilla Date of Birth : 01-MAR-73 E-mail : bphrltd@gmail.com Phone : 01715 822572 TIN : 894829147365 NID/Passport No. : 19731920907098715 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
5	Name : Mohammad Abdul Matin Father's Name : Md. Abdul Rahim Mother's Name : Most. Khadiza Begum Address : House No. 03, Flat No. 6-A, Main Road, Block-H, South Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 15-FEB-75 E-mail : matin.strings@yahoo.com Phone : 01711863295	Director	700000 (Seven Lac shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	TIN : 289559826985 NID/Passport No. : 19751226306609733 Nationality : Bangladeshi			
6	Name : S. M. Rokon Uddin Father's Name : Helal Uddin Ahmed Mother's Name : Rohima Begum Address : House-03, Road-07, Block-J, Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 01-JAN-65 E-mail : bphrltd@gmail.com Phone : 01742547557 TIN : 231315508205 NID/Passport No. : 4183435181 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
7	Name : Md. Razu Ahmad Sarkar Father's Name : Abdul Hashem Sarkar Mother's Name : Most. Ahsiya Begum Address : Vill- Dowlot Kandi, Begumabad, P.O- Sapmara Bazar, Raipura, Narsingdi Date of Birth : 15-FEB-85 E-mail : mdraju1502@gmail.com Phone : 01675137099 TIN : 119654451665 NID/Passport No. : 8231559819 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
8	Name : Md. Monirul Alam Hawlader Father's Name : Md. Amzad Ali Hang Mother's Name : Fatema Khatun Address : Fatema Manjil, Khalpar Sharok, Barisal Sadar, Barisal Date of Birth : 01-JUL-79 E-mail : bphrltd@gmail.com Phone : 01711266578 TIN : 365814350112 NID/Passport No. : 19790695101101775 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
9	Name : Al-Haj Din Mohammad Father's Name : Abdul Ali Mother's Name : Late Saydul Nessa Address : House- 4/1, Block- F-1, Mohammadpur, Dhaka Date of Birth : 01-AUG-70 E-mail : chairmandinmohammad@gmail.com Phone : 01552370176 TIN : 431223475177 NID/Passport No. : 1483071724 Nationality : Bangladeshi	Director	700000 (Seven Lac shares)	sd/-
10	Name : Abu Naser Mohammed Masud Hossain Father's Name : Abdul Motin Miyazi Mother's Name : Momena Khatun Address : 55, West Rampura, Rampura, Dhaka-1219, Dhaka Date of Birth : 01-JAN-71 E-mail : bphrltd@gmail.com Phone : 01711489673 TIN : 875289847673 NID/Passport No. : 4167206343	Director	140000 (One Lac Forty Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Nationality : Bangladeshi			
11	Name : M. Zaman Father's Name : M. A Sattar Mother's Name : Sofia Begum Address : House- D/58, Road- 03, West Rampura, Khilgaon, Dhaka Date of Birth : 01-MAY-80 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 670700593583 NID/Passport No. : 3283288250 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
12	Name : Mst. Shilpi Begum Father's Name : Md. Nasir Uddin Bhuiyan Mother's Name : Mehorun Nessa Address : House No. 03, Flat No. 6-A, Main Road, Block-H, South Banasree, Khilgaon, Dhaka-1219, Dhaka Date of Birth : 15-JUN-80 E-mail : shilpi.matin@gmail.com Phone : 01677638124 TIN : 772554692107 NID/Passport No. : 9552495286 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
13	Name : Md. Mizanur Rahman Father's Name : Late Md. Anowar Hossain Mother's Name : Rokya Begum Address : Vill- Banghar, P.O- Lokkhonpur-3571, Monohorgonj, Comilla Date of Birth : 05-DEC-84 E-mail : bphrltd@gmail.com Phone : 01975 290264 TIN : 419646706612 NID/Passport No. : 19841917459799903 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
14	Name : Kishore Biswas Father's Name : Ranjit Biswas Mother's Name : Monju Biswas Address : Rancon Icon Tower, House No. 01, Road No. 126, Flat No. 6-A, Gulshan, Dhaka Date of Birth : 13-MAY-80 E-mail : bphrltd@gmail.com Phone : 01841543333 TIN : 187742300033 NID/Passport No. : 3270179231 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
15	Name : Md. Noor E Alam Siddique Father's Name : Abdul Jalil Mother's Name : Rezia Begum Address : Vill. Kodda (Paschim Paikpara), P.O. Kodda, P.S. Brahmanbaria Sadar, Brahmanbaria-3450, Brahmanbaria Date of Birth : 10-JUN-72 E-mail : bphrltd@gmail.com Phone : 01720 122748 TIN : 192434215623 NID/Passport No. : 3749224113	Director	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Nationality : Bangladeshi			
16	Name : A. K. M Parves Sazzad Father's Name : A K Nazir Ahmed Mother's Name : Mrs. Nadira Nazir Address : Avir khil, Laxmipur Sadar, Lakshmipur Date of Birth : 11-AUG-68 E-mail : bphrltd@gmail.com Phone : 01711119311 TIN : 580595858227 NID/Passport No. : 19682694810976847 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
17	Name : Md. Fakrul Alam Father's Name : Md. Khalilur Rahman Mother's Name : Most. Faetma Begum Address : Sarder Bari, Vill- Kashembad, P.O- Kashembad, Gowronadi, Barisal Date of Birth : 30-APR-80 E-mail : fakrulalam816@gmail.com Phone : 01671 023060 TIN : 594589785111 NID/Passport No. : 19800623209427572 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
18	Name : Md. Jahir Miah Father's Name : Md. Suraj Miah Mother's Name : Kadban Begum Address : Rameswarpur, P.O- Kamalganj, Maulvibazar Date of Birth : 01-OCT-83 E-mail : bphrltd@gmail.com Phone : 01717542328 TIN : 233710956936 NID/Passport No. : 5513103860 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
19	Name : Md. Mahbub Hafiz Father's Name : Solaiman Ali Mother's Name : Mrs. Hafiza Solaiman Address : Vill- Janiar Bagan, Joypurhat Sadar, Joypurhat Date of Birth : 30-NOV-69 E-mail : hafisons2006@yahoo.com Phone : 01819247563 TIN : 435364666535 NID/Passport No. : 5086682076 Nationality : Bangladeshi	Director	140000 (One Lac Forty Thousand shares)	sd/-
20	Name : Fatema Parvin Father's Name : Md. Akbar Ali Mother's Name : Hazara Akbar Address : House- 225, International Hal, DU, Shabagh, Dhaka Date of Birth : 30-JUL-78 E-mail : fatemashelly280@gamil.com Phone : 01556 345772 TIN : 118915354690 NID/Passport No. : 5520067207 Nationality : Bangladeshi	Director	70000 (Seventy Thousand shares)	sd/-
	Name : Md. Emdadul Haque Father's Name : Late Yeadali Sarder	Share Holder	140000 (One Lac	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Mother's Name : Afijan Bewya Address : Vill- Merat, P.O- Merat, Baninagar, Naogaon Date of Birth : 03-APR-83 E-mail : ehaque1724@gmail.com Phone : 01711261926 TIN : 856012279854 NID/Passport No. : 19836418563392563 Nationality : Bangladeshi		Forty Thousand shares)	
22	Name : Md. Akramul Hoque Father's Name : Md. Salim Ullah Mother's Name : Fozalitun Nessa Address : Vill. Khuruil, P.O. Krishnapur, P.S. Muradnagar, Comilla Date of Birth : 01-JAN-79 E-mail : akramtvi@gmail.com Phone : 01305 479802 TIN : 757492786076 NID/Passport No. : 1483002927 Nationality : Bangladeshi	Share Holder	140000 (One Lac Forty Thousand shares)	sd/-
23	Name : Md. Mijanur Rahman Father's Name : Late Abdul Karim Master Mother's Name : Mrs. Mazeda Begum Address : Vill- Arifpur, P.O- Khoshbas, P.S. Barura, Comilla Date of Birth : 01-MAR-67 E-mail : rahmanmijan67@gmail.com Phone : 01711 079525 TIN : 148708837774 NID/Passport No. : 4177614999 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
24	Name : Habibur Rahman Khan Father's Name : Momtaj Uddin Khan Mother's Name : Monowara Khanom Address : House- 1585, Patar Bagh, Donia, Dhaka Date of Birth : 01-JUL-73 E-mail : bphrltd@gmail.com Phone : 01756136375 TIN : 524759489749 NID/Passport No. : 7325561640 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
25	Name : Mrs. Manjuara Islam Father's Name : W/O M. F. Islam Milon Mother's Name : Afiya Khatun Address : Vill- Arifpur, P.O- Khoshbas, P.S. Barura, Comilla Date of Birth : 01-OCT-79 E-mail : manjuaraislam1979@gmail.com Phone : 01670807062 TIN : 134356484776 NID/Passport No. : 19791910963139987 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
26	Name : Md. Manirul Islam Father's Name : Late Abdul Malek Bhuiyan Mother's Name : Rabeya Khatun Address : Vill- Shantibag, P.O- Kando, Kendua Pourashava, Netrakona	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Date of Birth : 11-MAR-80 E-mail : bphrltd@gmail.com Phone : 01707807061 TIN : 723930141073 NID/Passport No. : 3325768194 Nationality : Bangladeshi			
27	Name : Md. Nasir Mia Father's Name : Akter Ali Mother's Name : Renuara Begum Address : Vill- Holoslia, P.O. Kawkandi, Tahirpur, Sunamganj Date of Birth : 12-OCT-82 E-mail : bphrltd@gmail.com Phone : 01711054489 TIN : 125981343476 NID/Passport No. : 19829019243138654 Nationality : Bangladeshi	Share Holder	210000 (Two Lac Ten Thousand shares)	sd/-
28	Name : Sharmin Zaman Father's Name : Md. Billal Hossain Mother's Name : Bibi Howa Begum Address : House No. 28, Road No. 12, Maradia, Khilgaon, Dhaka Date of Birth : 04-JAN-99 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 833880696824 NID/Passport No. : 8714007476 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
29	Name : Mohammad Nazmul Ahsan Bhuiyan Father's Name : Dalwar Hossain Bhuiyan Mother's Name : Most. Angora Begum Address : House- 148, Green Road, Tejgaon, Dhaka Date of Birth : 15-JAN-85 E-mail : bphrltd@gmail.com Phone : 01918900982 TIN : 777074723238 NID/Passport No. : 5979527727 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
30	Name : Tohidul Anower Hosssain Father's Name : A. KM T Hossain Mother's Name : Begum Anowera Address : Alam Bhuiyan Bari, Vill- Hazi Nagar, P.o- Sharulia, Demra, Dhaka Date of Birth : 26-JUN-84 E-mail : bphrltd@gmail.com Phone : 01911915499 TIN : 269624798446 NID/Passport No. : 9148798821 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
31	Name : Md. Serajul Islam Father's Name : Abu Bakkar Siddique Mother's Name : Rahima Begum Address : House No. 22, Road No. 05, Block- J, Banasree Project, Rampura, Dhaka Date of Birth : 10-DEC-76 E-mail : serajulislamgp2@gmail.com Phone : 01711303289	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	TIN : 257658102755 NID/Passport No. : 7753644207 Nationality : Bangladeshi			
32	Name : Shamsul Alam Father's Name : Shaidur Rahman Mother's Name : Most. Selaha Begum Address : Vill- Shantibag, P.O- Kando, Kendua Pourashava, Netrakona Date of Birth : 31-DEC-82 E-mail : bphrltd@gmail.com Phone : 01623456007 TIN : 484589840793 NID/Passport No. : 19827224708825721 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
33	Name : Md. Nasir Uddin Molla Father's Name : Md. Ekram Hossen Molla Mother's Name : Shahnaj Begum Address : Vill- Nazirpur, P.O- Pukhuria, Bhanga, Faridpur Date of Birth : 11-JUN-87 E-mail : nasir.2502shdu@gmail.com Phone : 01715 180817 TIN : 666346499137 NID/Passport No. : 7783001436 Nationality : Bangladeshi	Share Holder	140000 (One Lac Forty Thousand shares)	sd/-
34	Name : Mohammad Mahbub Quaisar Father's Name : Mohammad Aflatoon Quaisar Mother's Name : Begum Noorjahan Quaisar Address : Flat No. C, House Tutor Quarter, A.F Rahman Hall, D.U, Shahbag, Dhaka Date of Birth : 01-JAN-77 E-mail : bphrltd@gmail.com Phone : 01718126250 TIN : 641225502422 NID/Passport No. : 1010050787 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
35	Name : Md. Jahirul Islam Father's Name : Late Abdul Barek Patwary Mother's Name : Most. Saleha Begum Address : House- 33/B, Delo Road, Ramna, Dhaka Date of Birth : 01-JAN-77 E-mail : bphrltd@gmail.com Phone : 01711612050 TIN : 631348742731 NID/Passport No. : 19772696654329325 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
36	Name : Md. Samsul Alam Father's Name : Mohammed Yousuf Mother's Name : Shahida Begum Address : Vill- Kaluai, Post. Nodona, Sonaimuri, Noakhali Date of Birth : 01-NOV-83 E-mail : bphrltd@gmail.com Phone : 01715421780 TIN : 813271202454 NID/Passport No. : 2850589827 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
37	Name : Mohammad Shahidul Islam Father's Name : Mohammad Shafiq Uddin Sarker Mother's Name : Mosammat Sahera Khatun Address : 61/H, Shahid Gias Uddin Ahmed R/A, Dhaka University, Dhaka-1000, Dhaka Date of Birth : 25-JAN-79 E-mail : dushahid1@gmail.com Phone : 01712 150048 TIN : 643365589569 NID/Passport No. : 4170072021 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
38	Name : Md. Rafiqul Islam Father's Name : Md. Nader Ali Akon Mother's Name : Ayesa Begum Address : House No. 287, Monipur, Mirpur, Dhaka Date of Birth : 08-APR-89 E-mail : bphrltd@gmail.com Phone : 01710178597 TIN : 136533110727 NID/Passport No. : 5957467979 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
39	Name : A. K. M Fazlay Rabbi Khan Father's Name : Late Mohibur Rahman Khan Mother's Name : Rowson Ara Begum Address : Vill- Charangordi, P.O. Goyeshpur, P.S. Palash, Narsingdi Date of Birth : 07-NOV-85 E-mail : dr_fr_khan@yahoo.com Phone : 01819 194266 TIN : 113436375256 NID/Passport No. : 19852693624638304 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
40	Name : Mohammad Ali Father's Name : Md. Nurul Islam Mother's Name : Monowara Begum Address : House No. 187 Tejkunipara, P.O. Tejgaon, Dhaka-1215, Dhaka Date of Birth : 14-JUN-87 E-mail : mdali00159.@gmail.com Phone : 01765 006224 TIN : 722716363958 NID/Passport No. : 8228755883 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
41	Name : Md. Reayzul Islam Father's Name : Abdul Barek Patowary Mother's Name : Mst. Saleha Begum Address : House No. 33/B, Dilu Road, P.O. GPO- 1000, P.S. Ramna, Dhaka Date of Birth : 01-JAN-76 E-mail : reayjulislamkb862@gmail.com Phone : 01711 639473 TIN : 463339298480 NID/Passport No. : 7773473769 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
	Name : Md. Masum Billah Father's Name : Late Hazi Mohammad Nurul Islam	Share Holder	70000 (Seventy Thousand shares)	sd/-



SL No.	Name	Position	No. of Shares Taken	Signature of subscribers
	Mother's Name : Monowara Begum Address : House No. 187, Tejkuni Para, P.O. Tejgaon, Dhaka-1215, Dhaka Date of Birth : 01-JAN-80 E-mail : bphrltd@gmail.com Phone : 01730 191103 TIN : 116657526887 NID/Passport No. : 7778743356 Nationality : Bangladeshi		shares)	
43	Name : S. M Zillur Rahim Father's Name : Late Md. Shahid Ullah Patwary Mother's Name : Begum Rowshon Ara Address : House No. 37/18, Zohora Moholla, Block-F, Mohammadpur, Dhaka Date of Birth : 24-OCT-74 E-mail : bphrltd@gmail.com Phone : 01711 811657 TIN : 171061681246 NID/Passport No. : 19745912431140398 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
44	Name : Fatematuz Zohora Father's Name : Md. Ziaul Hoque Mother's Name : Fouzia Yasmin Address : House No. 20/10 Sardar Bari, Dokkhingaon, P.O. Basabo TSO-1214, Khilgaon, Dhaka Date of Birth : 16-DEC-99 E-mail : bphrltd@gmail.com Phone : 01580 739163 TIN : 758003702772 NID/Passport No. : 9155236822 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
45	Name : Farzana Yesmin Rifat Father's Name : Md. Sarwar Uddin Mother's Name : Akter Begum Address : House-101, Road-02, Block-A, Gulshan, Dhaka-1212, Dhaka Date of Birth : 25-MAR-99 E-mail : sagorchy_bd@yahoo.com Phone : 01818 850195 TIN : 543747894749 NID/Passport No. : 3764349654 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-
46	Name : Shahidul Islam Father's Name : Md. Yousuf Mia Mother's Name : Shahanara Begum Address : House No. 33/B, Dilu Road, P.O. GPO, Ramna, Dhaka-1000, Dhaka Date of Birth : 21-FEB-88 E-mail : islamgasservices@gmail.com Phone : 01911 175831 TIN : 134132670465 NID/Passport No. : 1473458345 Nationality : Bangladeshi	Share Holder	70000 (Seventy Thousand shares)	sd/-

Witness 1

Witness 2

: Sardar Ohiduzzaman, Advocate

Name : Md. Ashiqur Rahman, Barrister-at-Law

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