

THE COMPANIES ACT, 1994
(ACT No. 18 of 1994)

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

Music Club Ltd.

THE COMPANIES ACT, 1994
(ACT No.18 of 1994)







COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL







MEMORANDUM OF ASSOCIATION
OF
MUSIC CLUB LTD.



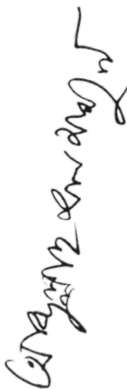

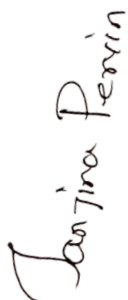

- I. The name of the Company is "Music Club Ltd."
- II. The registered office of the company shall be situated in Bangladesh.
- III. The objects for which the company is established are all or any of the following (all objects will be implemented after obtaining necessary permission from the Government/concerned authority/competent authority before the commencement of the business):
 1. To promote information and education about all genres of music, to stimulate interest in global music, particularly Bengali music, to establish a Music Archive and Library about global modern-era compositions, to arrange exhibitions, and organize, produce, and coordinate musical productions, events, workshops, performances, and dramas, and other musical, artistic, or dramatic entertainments or performances, along with musical healthcare and charitable works and set up media of any description to accelerate global cultural exchange. To acquire copyrights, inventions, rights of production or preservation, licenses, and privileges conducive to the objects of the Club, to present or publish works of which the Club has copyright, to grant licenses or copyrights in respect of any property of the Club and to act as musical, artistic and global cultural agents.
 2. To establish, maintain and conduct a not-for-profit and non-political social Club for use of its members, their families, and members of affiliated Clubs on a reciprocal basis with all usual privileges, advantages, conveniences, and facilities of a social, sports, literary, musical skills and global cultural development hub through the club, and to make grants by way of scholarships, bursaries, or otherwise to members and their families or talented others who deserve it, and to organize, and subsidize their education in music or any other desired field. To solicit, and accept subscriptions, financial assistance, donations, endowments, gifts of any description, loans and to issue appeals for donations, issue periodical reports of the works, or use similar means explaining the Club's main objectives, for raising monies for the purposes thereof.
 3. To establish national or global chartered branches (whether autonomous or not). Global branches will commence their business after obtaining necessary permission from the concerned Government/competent Authority of their country. To procure the Club to be registered or recognized in any foreign country, colony, dependency, or place. To pay all or any expenses incurred in connection with the Club's formation and incorporation, and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subjection of any debenture of securities of the Club. To make, draw, accept, endorse, execute, issue discounts, and deal with promissory notes, bills-of-exchange, cheques, letters-of-credit, circular notes, and other mercantile instruments.
 4. To indemnify any person against the fulfillment of contracts, other trading and commercial transactions of every description, and the payment of advances, credits, bills-of-exchange, and other commercial obligations and commitments of every description. To also guarantee the payment of monies secured by or payable under or in respect of any debenture, contract, or obligation of any person(s) or corporation(s). To promote freedom of contract and to resist, insure against, counteract, and discourage interference therewith, and join any lawful federation, union, association, or party and contribute to the funds, or take any lawful action with the intention of preventing or resisting, directly or indirectly, any interruption or interference with the Club's or any other trade or business or providing or safeguarding against the same, or opposing any strike.



5. To acquire by purchase, exchange, lease, fee farm grant, or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate or reversionary, and whether vested or contingent, any lands, buildings, hereditaments of any tenure, whether subject or not to any charges or encumbrances, and to hold, farm, work, manage, rebuild, enlarge, alter and improve, or to sell, let, alienate, mortgage, lease or charge those properties above, reversions, interests, annuities, life policies, and any other property, movable or immovable, either absolutely or conditionally and either subject or not to any mortgage, charge, rents or encumbrances and to pay for any assets acquired in cash or debentures or obligations of the Club, whether fully paid or in any other manner.
 6. To carry on the business of a co-operative store in all its branches and in particular, to buy and deal in malt liquor, wines, spirits, aerated waters, all kinds of soft drinks, tobacco, cigars, cigarettes, goods, stores consumables, and other articles, chattels, and effect of all kinds, both wholesale and retail, and for this purpose, after obtaining all such licenses as necessary and also set up a bar within the club premises for the enjoyment of the members & guests. All surplus income and property of the Club, however derived, shall be applied 70% to the promotion of the Club's objects, and 30% to charity activity as set forth in this Memorandum of Association, and no portion thereof shall be paid to the Club members as profit.
 7. To cooperate and enter into agreements with any government or non-government authorities, organizations, or bodies, international, national, local, or otherwise, and to obtain from any such organizations, any rights, privileges, and concessions. To create, maintain, invest, and deal with any service or sinking funds for redemption of obligations of the Club. To do all or any of the above or any lawful business anywhere in the world, and as principals, agents, contractors, trustees, or otherwise, and either alone or in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Club by any person or company. To do anything else that may be regarded incidental or conducive to the attainment of the above or any of them.
 8. To attain the business objectives Club may enter into Partnership, Joint-venture, take over, or Amalgamate with any other company and also take Loans from Banks/other Financial Institutions in such a manner as the may club thinks fit.
 9. To mortgage the property and assets of the club as securities for loans and/or any credit facilities to be given to any associate club or companies or a third party and also to give guarantee securing liabilities of such associate club or companies and/or third party.
- IV. The liability of the Members of the Club is limited by guarantee.

We, the several persons, whose names and addresses are subscribed below are desirous of being farmed 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, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
01	<p>Name: Golam Morshed Ferdous Father: Late A. K. M. Alauddin Mother: Hosne Ara Alauddin</p> <p>Present & Permanent Address: 152, 1st Colony, Mazar Road, PS-Darussalam, Mirpur, Dhaka-1216</p> <p>Date of Birth: 29/10/1972 E-TIN: 115436476803 Nation ID: 7754012040 Mobile: +880 17 1281 7017 E-mail: ferdousgm@gmail.com Occupation: Business Nationality: Bangladeshi</p>	President		
02	<p>Name: Golam Samdani Sajal Father: Late A. K. M. Alauddin Mother: Hosne Ara Alauddin</p> <p>Present & Permanent Address: 152, 1st Colony, Mazar Road, PS-Darussalam, Mirpur, Dhaka-1216</p> <p>Date of Birth: 06/08/1975 E-TIN: 465659144049 Nation ID: 6854012678 Mobile: +880 17 1128 4808 E-mail: sajalsamdani@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Vice-President		
03	<p>Name: Abu Taiyab Md Tajmilur Rahman Father: S K M Salehur Rahman Mother: Taiyaba Begum</p> <p>Present & Permanent Address: House-120, Road-04, Block-C, Bashundhara R/A, Baridhara, Dhaka</p> <p>Date of Birth: 01/01/1977 E-TIN: 779400154168 Nation ID: 6403136473 Mobile: +880 19 3707 1261 E-mail: tajmilur12@gmail.com Occupation: Banker & Singer Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
04	<p>Name: Mizanur Rahman Father: Md. Ashraf Uddin Mother: Nasima Begum</p> <p>Present Address: Flat-A5, House-62, Road -01, Mohammadia Housing Society, Mohammadpur, Dhaka-1207</p> <p>Permanent Address: Village - Mostafapur, Post - Barinda Bazar, Upazila - Mirzapur, Tangail</p> <p>Date of Birth: 17/07/1974 E-TIN: 175568442774 Nation ID: 3270091303 Mobile: +880 19 7333 0020 E-mail: rawlandcorp@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Member		
05	<p>Name: Khurshid Ahmmed Siddique Father: Siddiqur Rahman Mother: Khurshid Jahan</p> <p>Present Address: 2/9, Tajmohal Road, Block-C, Mohammadpur, Dhaka</p> <p>Permanent Address: Fazlur Rahman Ukil Bari Village: Eklashpur, Post Office: Eklashpur Bazar, Ward: 3, Upazila: Begamganj, District: Noakhali</p> <p>Date of Birth: 01/10/1976 E-TIN: 857692827477 Nation ID: 7510742653954 Mobile: +880 17 1600 7423 E-mail: kasiddique76@gmail.com Occupation: Private Service Nationality: Bangladeshi</p>	Member		
06	<p>Name: Md. Faruque Ahmed Father: Abdul Maid Molla Mother: Khaleda Begum</p> <p>Present & Permanent Address: 17/21, Free School Street, Hatirpool, Dhaka</p> <p>Date of Birth: 27/12/1964 E-TIN: 634918905748 Nation ID: 1003718234 Mobile: +880 17 1138 7623 E-mail: mocat.faruque@gmail.com Occupation: Govt. Service Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
07	<p>Name: Anjali Roy Chawdhury Father: Late Mr. Sidheswar halder Mother: Late Latika halder</p> <p>Present Address: Flat # 6/E, 1st Tower, Sheltak bithika, 114/1, 2nd colony, Mazar road, Mirpur, Dhaka-1216</p> <p>Permanent Address: CCDB (Chaytala), No.1 Kalma Bazar, Village: Akran, Post Office: Birulia, Aithor, Savar, PO-1340, Dhaka</p> <p>Date of Birth: 24/10/1965 E-TIN: 550272637934 Nation ID: 19652693622000101 Mobile: +880 17 3651 8886 E-mail: anjalichawdhury@yahoo.com Occupation: Self Employed & Singer Nationality: Bangladeshi</p>	Member		
08	<p>Name: Abdullah Al Mamun Father: Md. Wazed Ali Mother: Nur Akhter Mashuda Begum</p> <p>Present & Permanent Address: House-297, Road-6, Block-I, Bashundhara R/A, Dhaka</p> <p>Date of Birth: 01/01/1977 E-TIN: 268530780545 Nation ID: 2693622302250 Mobile: +880 17 1306 7655 E-mail: mamun.abdullah1977@gmail.com Occupation: Private Service & Singer Nationality: Bangladeshi</p>	Member		
09	<p>Name: Tanjina Pervin Father: Tahmid uddin Ahmed Mother: Bilkis Ahmed</p> <p>Present & Permanent Address: 51/3 Borobag, Mirpur-2, Dhaka-1216</p> <p>Date of Birth: 31/12/1975 E-TIN: 160131739008 Nation ID: 3727030532 Mobile: +880 18 1753 0909 E-mail: tanjina.toma.official@gmail.com Occupation: Educator & Singer Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
10	<p>Name: Shirajul Alam Khan Father: Abdul Halim Khan Mother: Rowshon Ara Khanom</p> <p>Present & Permanent Address: House -278/1, Flat-A5, "BDDL ROSSELLA" Jafrabad, Dhaka-1209</p> <p>Date of Birth: 08/07/1975 E-TIN: 153654507736 Nation ID: 19752611429000019 Mobile: +880 17 5540 5164 E-mail: polashkh@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Member		

Signature of the Witnesses:

Witness 1



Name: Barrister Mohd Aftab Uddin
Advocate, Supreme Court of Bangladesh
Address: 5/2, Iqbal Road, Mohammadpur, Dhaka 1207
Phone: +880 15 5634 5170
NID: 6883714328

Witness 2



Name: Md. Shahadat Hossain
Address: 23/D/1, Free School Street Box Road, Panthapath, Dhaka 1205
Phone: +880 17 8265 0196
NID: 2841356187

THE COMPANIES ACT, 1994
(ACT No.18 of 1994)

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
MUSIC CLUB LTD.

Preliminary

1. (a) The regulations contained in the Schedule-7 to the Companies Act, 1994 shall along with the regulations hereinafter adopted be regulations of the Club.
(b) Memorandum and Articles of Association, including any amendment made hereinafter shall be referred to as the Club Constitution, which shall mean Rules and Regulations of the Club for efficient management and smooth operation of the Club, and for compliance, by all Members to ensure discipline, peace, and harmony at the Club.

2. In these Articles, unless there be something in the subject or context inconsistent herewith:
 - (a) The Club shall mean Music Club Ltd. or any other name decided.
 - (b) Executive Committee shall mean Executive Committee of the Club constituted under Article 41 of the Memorandum and Articles of Association of the Club.
 - (c) The office shall mean the registered office of the Club.
 - (d) "Office bearers" shall mean the members of the Executive Committee including the President.
 - (e) Member shall mean only the Members of the Club as per Article 5.
 - (f) Words imparting the singular number shall include the plural and vice versa.
 - (g) Words imparting masculine gender shall include the feminine gender and vice versa.
 - (h) Words imparting person shall apply mutatis mutandis to Corporations, Companies, and Associations.
 - (i) "The Act" shall mean the Companies Act 1994 or any statutory modification/ amendment thereof.
 - (j) The club constitution shall mean the Memorandum and Articles of the Association of the Club.

3. Business of the Club shall include all the objectives mentioned in the Memorandum or any of those:

Membership

4. (a) The Club shall consist of 1000 Members.
(b) The Club shall be a "Family Club" and ensure a congenial ambiance suitable for all Members, their families, and the guests introduced by the Members as per Article 27 hereafter.

5. There shall be 12 (Twelve) categories of Membership and Online Members of the Club who shall be the subscribers to the Memorandum and Article of Association of the Club.

a. Primary Members:

- 1) Founder Member
- 2) Life Member
- 3) Donor Member
- 4) Permanent Member

b. Classified Members:

- 1) Honorary Member
- 2) Professional Member
- 3) Corporate Member
- 4) Foreign National/Dual passport holder member
- 5) Diplomat Member
- 6) Senior Member
- 7) Associate Member
- 8) Special Member

c. Online Members

All categories of members shall be elected by the Executive Committee on such terms and conditions as provided in this Articles of Association.

Primary Members

Those who are passionate about culture and music, well-educated, well-groomed, financially solvent, and socially acceptable eminent professional Leaders/Corporate Leaders of the age of 18 years or above, and people of any nationality, either living in Bangladesh or any other country, shall be eligible for membership in the Club. However, the Executive Committee may consider membership of any non-corporate person under special consideration, if deemed necessary, in the interest of the Club, subject to fulfilling all other criteria for membership of a Social Club. Members under the age of 25 shall not be allowed at the Bar and the Card Room.

1) **Founder membership:**

Shall remain limited to 10 (Ten) members who formed the Club in accordance with this Memorandum and Articles of Association. Names of the Founder Members are annexed to these Articles.

2) **Life Membership:**

Those who have been duly accepted by the Executive Committee and paid the membership fee for Life Member as prescribed in Article 7 provided that the membership of such members is not discontinued under articles 21 & 33. Members will not be required to pay a monthly subscription to the Club and they will have all rights and privileges of a permanent member.

3) **Donor membership:**

May be awarded to suitable persons eligible for membership of this social club, and who do not fall under Articles 20 & 21, at the discretion of the Executive Committee, subject to payment of an entry fee and donation of an amount to be decided by the Executive Committee from time to time. Members will not be required to pay a monthly subscription to the Club and they will have all rights and privileges of a permanent member.

4) **Permanent Membership:**

Those who have been duly accepted by the Executive Committee and paid the membership fee for Permanent Members as prescribed in Article 7 provided that the membership of such members is not discontinued under Articles 21 & 33. All Permanent Members however have to pay a monthly subscription as defined in Article 7 or determined by the Executive Committee from time to time.

However, the Founder Members and the Executive Committee may consider any permanent member to receive Founder Member facilities under special consideration, if deemed necessary, in the interest of the Club, subject to fulfilling all other criteria for membership of the Club. This facility is not subject to any change unless there's a violation of any club rules.

Founder members can reserve a maximum of 5 permanent memberships for their family and/or friends. With the prior approval of the Executive Committee, when the reserved membership(s) are

assigned to the individual(s) or secured through payment by a founder member, the club will take an extra membership fee equal to 10% of the value increase of the membership. These unpaid reservations will only be valid until the club reaches the remaining limit of 1000 Members as mentioned in Article 4, in such case where the limit is reached, the members will be allowed only 1 year to either allot the reserved membership(s) to the individual(s) or the said memberships will return to the club by default. The aforementioned regulation isn't valid for any founder member who already secures any membership for reservation by paying the required amount. Any reserved membership, secured by payment, must be allotted within 5 years after the club reaches the maximum members limit, otherwise, the club itself will allot these memberships to individuals and give the current value of the memberships to the founder member who originally reserved the memberships. In all cases of the membership being assigned to an individual, there will be an allotment fee based on the decisions of the Executive Committee from time to time. No monthly/yearly fees will be considered for any reserved membership until assigned to an individual.

Classified Members

The Executive Committee may allow/invite any other applicants to use the facilities of the Club on such terms and conditions not inconsistent with the Articles of Association of the Club. Applicants allowed to use Club facilities by the Executive Committee under this provision shall be referred to as classified members without the right of voting at any General Meeting.

6. The number of total Members can be in excess of 1000 Members as mentioned in Article 4. However, this number shall not exceed 300 at any given time. Honorary, Corporate, Senior, Associate, and Special Members shall not fall within the purview of this restriction.
 - 1) **Honorary Membership:**
 - (a) Executive Committee may invite distinguished persons of national eminence to become Honorary Members of the Club. The total number of Honorary Members shall not exceed 80. An Honorary Member shall be exempted from paying the entry fee and monthly subscription.
 - (b) Tenure of Honorary membership shall be for 2(two) years which may be extended by the Executive Committee under special circumstances.
 - 2) **Professional Membership:**

shall be eligible for Professionals who:

 - (a) Have been working in the music and/or media industry for 05 years; or
 - (b) Have previously worked in the music and/or media industry for at least 05 Years; or
 - (c) Belongs to an institute or a professional body and has recognized certificates from their authority related to music and/or media.
 - 3) **Corporate Membership:**

Application for Corporate Membership shall be submitted in a prescribed form:

 - (a) Organizations eligible for Corporate Membership are private and public limited (local and foreign) companies operating anywhere in the globe or in Bangladesh;
 - (b) The total number of Corporate Members shall be unlimited;
 - (c) A Corporate Member shall enjoy all privileges of using the Club with some exceptions. However, a Corporate Member shall introduce guests as per Club rules;
 - (d) A Corporate Member shall be entitled to nominate 3 (Three) persons at a time on payment for a Corporate Membership Admission fee as prescribed in Article 7 from amongst its Chairman/Managing Director/Deputy Managing Director/Directors to use the facilities/amenities of the Club. However. The Corporate Member is liable for all dues owed to the Club by their nominees.
 - (e) Nominations shall be in writing by the Chief Executive of the Company and for a minimum period of one year. All such nominations shall only be considered valid after Executive Committee Approval.
 - (f) A Corporate Member shall not be nominated a person who has been barred from the Club or has/had been found ineligible to become a member of the club.
 - (g) A Corporate Member shall cease to be a member of the Club on any one of the following events:

- I. Ongoing into liquidation either voluntarily or otherwise;
- II. On amalgamation or merger with any other company or corporate body resulting in a total change in corporate structure;
- III. For non-payment of its dues to the Club as per Club rules;
- IV. On refusal to forthwith comply with a request/direction to withdraw/change any/all of its nominee(s) either temporarily or permanently.

4) **Foreign National Membership:**

The Executive Committee may issue membership under this category to a Foreign/Non-Resident Bangladeshi having a dual/foreign passport or an expatriate working in Bangladesh for a period not exceeding 2 (two) years. However, the Executive Committee shall have the discretion to extend the tenure by another 2 (two) years with a renewal fee. Entry fee, monthly subscription, and renewal fee of Foreign National Members shall be fixed by the Executive Committee from time to time.

5) **Diplomat Membership:**

The Executive Committee may invite Senior Diplomats of Foreign Diplomatic Missions in Bangladesh to become Diplomat Members of the Club. A Diplomat Member shall be exempted from paying the entry fee and monthly subscription.

6) **Senior Membership:**

Founder, Life, Permanent, or Donor Member who has been a Member for at least 10 years or has attained the age of 65 may apply to transfer his/her membership to his/her spouse/son/daughter/grandchild/sibling or any person of his/her choice subject to the eligibility of the nominee and approval of the Executive Committee. The Transferee shall initially be awarded Temporary Membership for six months pending election to Permanent Membership by the Executive Committee. A transfer fee shall be levied in case of such transfer, as determined by the Executive Committee.

- (a) The transferor shall become a Senior Member. A Senior Member shall be entitled to use all club facilities but shall not be eligible to hold any office in the Executive Committee and attend any General Meeting. Senior Members will not be required to pay a monthly subscription to the Club.
- (b) In case the nominee is not elected as Permanent Member by the Executive Committee for any reason, the transferor shall regain his previous status of Founder/Life/Permanent/Donor Member and the transfer fee shall be refunded by the Club.

7) **Associate Membership:**

Founder, Life, Permanent, and Donor Member who has been a member for at least 3 years may apply for Associate Membership for two of his/her children of the age of 18 years and above provided they are eligible for membership and satisfy all criteria for membership. Award of Associate membership shall be subject to scrutiny and approval by the Executive Committee. An Associate Member and the members of his family shall be entitled to use all facilities of the Club. (S)He shall not be entitled to other privileges of a Permanent Member. Associate membership shall be canceled in case his/her father/mother ceases to be a Member of the Club for any reason. The entry fee and monthly subscription of an Associate Member shall be fixed by the Executive Committee from time to time.

8) **Special Membership:**

The spouse, legal heir, or immediate family member of a deceased member may be admitted as a Special Member by the Executive Committee in case of the vacancy created due to the demise of a member is not availed/fulfilled by any member of the family and is surrendered to the club. In this case, the spouse, immediate family member, or legal heir of the deceased member will nominate a new member for the vacant position. The membership fee and the monthly subscription of a Special Member shall be determined by the Executive Committee from time to time.

Online Members

Any person interested and involved in music, media, or any kind of cultural activities can become an online member by completing an application form or setting up a personal profile directly on our website(s), which may include social and video sharing platforms. The qualification, criteria, membership fee, and all other relevant issues will be decided from time to time by the Executive Committee of the Music Club Ltd. following the bye-laws and Rules. The number of online members is unlimited and is not included in the total number of members as in Article 4(a) of this Articles of Association.

7. (a) Where an application is rejected, no further application from the same person shall be entertained for a period of one year from the date of such rejection, nor shall any explanation or reason be given thereof, and the admission fee, if received from the applicant, shall be refunded to him.
- (b) The number of memberships that will be made available each year will be determined by the Executive Committee.
- (c) Membership entrance fees and monthly subscriptions shall be as below for different categories of members subject to change from time to time in the Extraordinary General Meeting:

<u>Category of Membership</u>	<u>Entrance Fee</u>	<u>Monthly Subscription</u>
a. <u>Primary Members:</u>		
1) Founder Membership	Tk. 2,00,000/-	Nil
2) Life Membership	Tk. 5,00,000/-	Not applicable
3) Donor Membership	Tk. 5,00,000/- (Minimum)	Not applicable
4) Permanent Membership	Tk. 3,00,000/-	Tk.1,000/-
b. <u>Classified Members:</u>		
1) Honorary Membership	Not applicable	Nil
2) Professional Membership	Tk. 1,00,000/-	Tk.1,000/-
3) Corporate Membership	Tk. 5,00,000/-	Tk.3,000/-
4) Foreign National/Dual passport holder Membership	Not specified	Tk. 2000/-
5) Diplomat Membership	Nil	Nil
6) Senior Membership	Nil	Nil
7) Associate Membership	Not specified	Not specified
8) Special Membership	Not specified	Not specified
c. <u>Online Members:</u>	Not specified	Not specified

(d) The permanent member may also become a Donor member at any time by paying the requisite entrance fee as mentioned in Article 7. (c).

(e) Donor Members may not be required to pay a monthly subscription to the Club and they shall have all the rights and privileges of a Permanent Member. A list of the Founder and Donor Members of the Club shall be prominently displayed on a board placed suitably in the Club. No entrance fee or monthly subscription shall be payable by an Honorary Member. No entrance fee and surcharges shall be payable by a Youth Member except for a nominal monthly subscription.

8. The Club can establish chartered branches in the name of Music Club Ltd. in line with Article 3 of the Memorandum of Association. The territory of chartered Music Clubs shall be divided into districts and administrative units situated nationally and globally as provided in the bye-laws. The Executive Committee of the Music Club Ltd. Bangladesh shall have full power and authority to organize and charter all national and global branches, under such rules and regulations as it may prescribe.

Subject to the provisions of this constitution, and bye-laws and policies established by the Executive Committee of the Music Club Ltd. Bangladesh from time to time, all national and global clubs shall be autonomous.

A branch Music Club shall be considered chartered when its charter has been officially issued pursuant to the procedures established, from time to time, by the Executive Committee of the Music

Club Ltd. Bangladesh.

The acceptance of the charter by a chartered Music Club shall be a ratification of, and agreement on its part to be bound by the constitution and bye-laws of Music Club Ltd. Bangladesh and a submission by said chartered Music Club to have its relationship with Music Club Bangladesh interpreted and governed by this constitution and bye-laws according to the laws in effect, from time to time, in the state of incorporation of the Music Club Ltd. Bangladesh.

- 8A. The members of the national and global branches shall be granted membership in the parent club. Membership shall be in one of the categories listed in Article 5 of this Articles of Association. The members of the national and global chartered branches shall not be included in the total number of members of the parent club.

Permanent and Donor Membership:

Eligibility, Admission, Privilege, and Cessation of Membership

9. Those who are passionate about culture and music, well-educated, well-groomed, financially solvent, and socially acceptable eminent professional Leaders/Corporate Leaders of the age of 18 years or above, and people of any nationality, either living in Bangladesh or any other country, shall be eligible for membership in the Club. However, the Executive Committee may consider membership of any non-corporate person under special consideration, if deemed necessary, in the interest of the Club, subject to fulfilling all other criteria for membership of a Social Club. Members under the age of 25 shall not be allowed at the Bar and the Card Room.
10. Membership shall be subject to availability of vacancy, as per Article 7. (b), of the total number of members fixed by the Club Constitution, as mentioned in Article 4. (a).
11. Membership shall be subject to approval by the Executive Committee after necessary scrutiny of the application form and formal introduction with the applicant and the spouse.
12. Executive Committee shall have the right to cancel any membership at any time for any information/declaration given by the applicant in the application form if found incorrect subsequently.
13. Any person who has been found guilty and convicted under existing law by the court on a charge of a criminal offense shall not be eligible to become a member of the Club.
14. Any person who has been expelled by any social Club of the country on the disciplinary ground shall not be eligible for membership.
15. An applicant for Permanent or Donor Membership shall be proposed by one and seconded by another Founder/Permanent/Donor Member. The proposer and the seconder shall remain responsible either severally or jointly for the conduct and club dues of the candidate till his election to permanent membership.
16. Proposal for admission to the Club as Permanent and Donor Member, duly signed by the proposer and the seconder shall be made in a prescribed form, of the Club and forwarded to the Secretary-General/Secretary of the Club.
17. If an applicant for Permanent/Donor membership is considered suitable, the Executive Committee shall initially grant him temporary membership for a period of six months. As a Temporary Member, he shall be entitled to all facilities of the Club except the rights of attending General Meetings, of proposing or seconding member, and of serving in the Executive Committee.
18. On the expiry of six months as a Temporary Member if he is found suitable, his case shall be considered for election as a Permanent Member by the Executive Committee through a secret ballot. The result of the ballot shall be published, but no details shall be disclosed. Unless seven members of the Executive Committee vote the ballot shall be void. If the number of negative votes is five or more, the Temporary Member shall not be elected as Permanent Member.
19. The Executive Committee, for any reason may postpone consideration of Permanent membership for a period not exceeding six months.
20. If a Temporary Member is not considered for election as a Permanent Member, the Executive Committee shall ask his proposer and seconder in writing to withdraw his application. The Executive Committee may at any time terminate Temporary membership without assigning any reason. A candidate may also be withdrawn upon a written request, addressed to the Secretary-General to this effect by the proposer, seconder, or the candidate himself.

21. **A Member of the Club shall cease to be a member on any one of the following grounds:**
- (a) By voluntary resignation when no disciplinary proceedings are pending against the Member under Articles 44 and 45.
 - (b) On being adjudicated insolvent.
 - (c) On his name being erased from the list of Members due to non-payment of Club dues under Article 31.
 - (d) By resignation on being asked by the Executive Committee to resign when the disciplinary proceeding is pending against him under Article 45.
 - (e) On being expelled on the disciplinary ground under Article 45.
 - (f) If found to be of unsound mind by a competent authority.
 - (g) On his demise.
 - (h) On being found guilty and convicted under any existing law by any court on a charge involving criminal offense.
22. A Member who ceases to be a member under Article 40 may be admitted as a new member subject to payment of outstanding dues to the Club.
23. The name of a Member who has resigned or has been expelled or has otherwise ceased to be a Member shall be struck off from the list of members of the Club.

Transfer of Membership of a Deceased Member

24. Vacancy created due to the demise of a Founder/Life/Permanent /Donor Member shall be offered within 45 days of the demise of the Member, to his/her spouse or son/daughter/grandchild/sibling, or to a person nominated by the such relative(s), from the ones aforementioned, of the deceased if they are already a member of the Club themselves. Membership will be issued to the nominee after necessary scrutiny and approval by the Executive Committee, subject to the fulfillment of all criteria of membership by the applicant and payment of requisite membership fees decided by the Executive Committee.
25. In case members of the family of the deceased Member decline to accept the offer of membership in writing, or do not express their intention in writing within 90 days from the issue of the offer letter, the Executive Committee shall offer the vacancy to a suitable candidate from the pending list of the applicants for membership as per Article 9. In such case, when the vacant membership is allotted to an individual by the club, the value of the membership will be divided between and handed to his/her spouse and son/daughter/grandchild/sibling as per the country's regulations, after deduction of any charges and/or dues of the deceased member.

Surrender of Membership

26. A Permanent/Life/Donor Member after 7 (Seven) years of continuous membership may request the surrender of his/her membership to the Club when no disciplinary proceeding is pending against him, and if accepted shall receive a surrender refund of Tk. 1,50,000/- or any such amount as decided by the Executive Committee of the Club. (S)he shall cease to be a member.

Use of Club by Non-Members

27. Spouses of all categories of Members may make use of all facilities of the Club. This privilege shall also be extended to widowed mothers, unmarried or widowed daughters, sisters, and brothers dependent on the Member. Children of the Members under the age of 18 years may be allowed to use Club as decided by the Executive Committee from time to time. Children shall not be allowed at the Bar and the Card Room. No separate subscription is required for use of the Club by such persons mentioned in this Article.
28. Members are also entitled to introduce guests at the Club by recording their names and addresses in the register kept at the Front Desk for this purpose. Restriction to enter the club shall not be applicable to a guest attending a private party of a Member for which he has reserved a specific area of the Club. Member shall personally accompany and introduce the guest at the club and shall remain responsible for the conduct of his guest within the club premises. Guest must be appropriately attired as per Club Dress Code.
29. A Member who has been expelled from the Club or a person who has been refused admission as

a Member of the Club shall not be allowed entry into the club as a visiting guest, as a guest at a private party, or as a Member of an affiliated club.

Membership Fee, subscription, and other charges

30. Membership fee, a monthly subscription of the Members, and charges for various sporting and other facilities shall be determined and reviewed from time to time by the Executive Committee.

Payment of Club Dues

31. Club bills including monthly subscriptions of the Members shall be due on the 1st of next month and shall be presented to the Member on or before the 10th day of the month following for which they are due. If payment is not made within 30 days from the due date, a reminder shall be sent to the defaulting Member by the Club Office to clear his dues. If the bill remains unpaid for 60 days from the due date, the name of the defaulting member along with the amount due shall be posted on the Club's Notice Board. Any Member whose name is posted on the Club Notice Board for nonpayment of Club dues, he and the members of his family shall be debarred from the use of all facilities of the Club. Member shall be informed of this decision by the Secretary of the Club and asked to clear his dues immediately. In case the outstanding dues are not paid within one month from the date of posting of his name, his membership shall be suspended temporarily and informed accordingly. He shall be given an opportunity to repay his outstanding dues within two months along with a surcharge as per the financial rule of the Club and a financial penalty as decided by the Executive Committee from time to time. On payment of all outstanding dues and the financial penalty imposed, his membership shall be reinstated by the Executive Committee. In case the Member fails to clear his dues along with imposed penalty within the stipulated period, his name shall be struck off from the list of Members and shall cease to be a Member of the Club. The Secretary shall pursue appropriate steps to recover outstanding dues. The Executive Committee shall not offer the vacancy created due to cessation of membership for non-payment of Club dues, to any applicant for membership before one year from the date of cessation of membership.

Credit Limit

32. Notwithstanding anything elsewhere contained in these Articles, the Executive Committee may generally, or in a particular case, restrict the credit facility of Members or a particular Member as the case may be, in order to safeguard the finance of the Club.

Disciplinary Action against Member

33. A Member of the Club may lodge complaints in writing to the Secretary-General against any other Member for breach of Club discipline/norms/rules. The Executive Committee shall whether any complaint is lodged or not, take immediate cognizance of any such breach of Club discipline, violation of rules, Bye-laws, any misconduct or commitment of any one of the following offenses by any Member:
- I. Use of abusive/derogatory language against any Member or manhandling a fellow Club Member, or anyone within the Club premises.
 - II. Any conduct considered unbecoming of a Hon'ble Member or considered detrimental to the interest and image of the Club.
 - III. Any behavior which may in any manner interrupt or endanger the peace, harmony, and stability of the Club.
 - IV. Misuse of the Club Office by any member for personal gain, embezzlement of Club funds, or committing any financial offense with an intent to deprive the Club of legitimate revenue through negligence, fraudulence, or otherwise.

The Executive Committee after receiving any allegation/complaint against any Member, if satisfied that a shred of prima-face evidence exists, shall forward the matter to the Sub-Committee for discipline or any other suitable Committee for a thorough and impartial investigation; and suitable recommendation giving a specific time limit. After receiving the report and recommendation from the Committee to which the matter was referred if the Executive Committee is convinced that the Member concerned is guilty of the charge/accusation brought against him, the Executive Committee shall proceed against him to institute appropriate disciplinary action. The Executive Committee after

giving the Member concerned an opportunity to explain his position in writing within 7 days or appear in person or produce any evidence in his defense, may ask him to apologize or make such other reparation or suspend his membership for a period between 15 days to 24 months or may impose a financial penalty of a substantial amount decided by the Executive Committee.

34. The Executive Committee, if after completion of disciplinary procedure under Article 40 is convinced that it would be essential in the interest of the Club that the member concerned should cease to be a member shall call upon him to resign from membership of the club within seven days. If he fails to comply within the stipulated time, the Executive Committee shall expel him forthwith. A Member expelled under this Article shall be debarred from any further use of any facility of the Club, including being introduced as a personal guest of any Member.
35. Quorum necessary for a meeting of the Executive Committee initiating disciplinary action against a Member shall be seven. Decisions regarding disciplinary action shall be through a secret ballot by the majority of the members present at the meeting.
36. Refusal/unwillingness of the concerned Member to defend himself either in writing or in person, shall not bar or desist the Executive Committee from proceeding with disciplinary action as deemed appropriate against the offender.

Appellate Committee

37. (a) Notwithstanding, the Executive Committee is empowered to investigate fairly and judiciously into a complaint/allegation against a Member and initiate appropriate disciplinary action against him, an appellate committee shall function to safeguard the interest of Members by ensuring true and fair justice.
(b) The Executive Committee shall at its 1st formal meeting of the year constitute an Appellate Committee consisting of one former President as the Chairman and four Members of the Club who had been Members for at least 5 years. The Appellate Committee shall meet within three days from receipt of any appeal. The quorum necessary for the transaction of any business shall be three and issues arising at any meeting shall be decided by the majority.
38. If any defaulting Member feels aggrieved that he has been treated unfairly by the Executive Committee while investigating and dispensing judgment for any offense committed by him under Articles 33 & 34 may appeal in writing to the Chairman of the Appellate Committee for review/reconsideration of the decision of the Executive Committee within 30 days from the date of award of the punishment. On receipt of the appeal, the Appellate Committee after offering the concerned Member seven days' time to explain his position in writing or in person, produce any evidence or document in his defense, may reconsider or concur with disciplinary action instituted by the Executive Committee. Appellate Committee shall complete all procedures and communicate its decision to the Executive Committee within 15 days from receipt of any appeal from any Member. Executive Committee shall immediately implement the decision of the Appellate Committee and inform the same to the concerned Member through Secretary.
39. Executive Committee shall not offer any vacancy created due to the expulsion/resignation of a Member on the disciplinary ground to any applicant for membership before one year from the date of expulsion/resignation.

Removal of Office Bearers

40. Any office bearer found to have committed any breach of Club discipline/rules/ regulations or acted in a manner considered prejudicial to the interest of the club or its Members or found to be guilty of the violation of Article 34 or convicted by a court of law for any criminal offense, shall be asked by the Executive Committee to explain his position in writing within two weeks, specifying the charges brought against him. Having received an explanation from the concerned office bearer, he shall be given an opportunity to appear before the Executive Committee in person and present his case in self-defense. If the Executive Committee is not satisfied, it may convene an Extra Ordinary General Meeting and remove the member either from the Executive Committee or expel him from the club, provided two-thirds of the Members present at the meeting vote in favor of the such resolution. The concerned Member shall be given an opportunity to defend himself before the Members in such a meeting. Unwillingness/refusal of the concerned member to defend himself either in writing or in person shall not bar or desist the Executive Committee or the Extra Ordinary General Meeting from proceeding with the disciplinary action it intends to initiate against the offender.

Executive Committee

41. The Executive Committee shall consist of 10 (Ten) Members of the Club including the President. Tenure of the Executive Committee shall be two years. The incumbent Executive Committee, in consultation with Founder Members and senior Members of the Club, shall nominate members of the next Executive Committee after every two years on the eve of the Annual General Meeting. Nominated names of the President and members of the Executive Committee shall be placed at the Annual General Meeting for ratification by the members. The Executive Committee shall retire biennially after completing its two-year term on 30th June. Members of the Executive Committee shall be deemed to be directors of the Company for the purpose of the Companies Act. Nothing contained in this section shall apply to the First Executive Committee which will continue for at least 05 years or up to the period of transforming the club into a world-class club as decided by the general meeting.
42. The following members including the members who are also the signatories to this Memorandum and the Article of Association shall be deemed to be members of the First Executive Committee and they shall look after the affairs of the Club for such time till next Executive Committee is elected:
- | | |
|--------------------|-------------------------------|
| 1. President: | Golam Morshed Ferdous |
| 2. Vice-President: | Golam Samdani Sajal |
| 3. Member: | Abu Taiyab Md Tajmilur Rahman |
| 4. Member: | Mizanur Rahman |
| 5. Member: | Khurshid Ahmmed Siddique |
| 6. Member: | Md. Faruque Ahmed |
| 7. Member: | Anjali Roy Chawdhury |
| 8. Member: | Abdullah Al Mamun |
| 9. Member: | Tanjina Pervin |
| 10. Member: | Shirajul Alam Khan |
43. The Executive Committee shall meet at the earliest convenience to take over assigned responsibilities. The President shall biennially assign roles and allocate specific responsibilities to the members of the Executive Committee who shall lead in their positions for 2 years by interacting with each other and sharing their collective wisdom in the greater interest of the Club.
- 43(A) All meetings of the Club can be attended either in person or virtually.
44. The office of the President or a member of the Executive Committee shall be deemed to be vacated if he:
- (a) Submits his resignation
 - (b) Ceases to be a member of the Club
 - (c) Absents himself from three consecutive meetings of the Executive Committee without prior permission for leave of absence.
45. The Club may through a resolution at an Extra Ordinary General meeting remove any member of the Executive Committee from the office and appoint another to replace him and/or add any extra member(s) to the Executive Committee, if deemed necessary. The member so appointed shall retire with the rest of the members of the Executive Committee.
46. Any casual vacancy in the Executive Committee created due to demise, resignation or removal, etc. may be filled up through co-option by the Executive Committee. It shall be mandatory to co-opt an appropriate number of members to ensure the necessary quorum required for the Executive Committee's business transaction. Any member if co-opted in the Executive Committee shall retire along with the rest of the Executive Committee.

Power and Functions of the Executive Committee

47. The Executive Committee shall have the following powers and functions:
- (a) Shall duly comply with the provision of the Memorandum and Articles of Association (Constitution) of the Club.
 - (b) Shall have the power to take any action to fulfill the aim and objectives for which the Club has been established as enumerated in the Memorandum of the Club and provide policy decisions and general guidelines to ensure smooth function and operation of the Club.

- (c) To frame and put into effect, rules, regulations, and bye-laws for efficient management, administration, operation, and for such purposes as are conducive to the promotion of the objectives of the club and to rescind, add/ or alter such rules, regulations, or Bye-laws.
- (d) To commence, institute, prosecute and defend all such actions and suits on behalf of the Club as may be deemed necessary or expedient and to compromise or submit to arbitration any action, suit, disputes, or differences.
- (e) To select Secretary-General/Secretary from any member of the Executive Committee. Executive Committee may delegate such powers as considered appropriate to Secretary-General/Secretary to manage routine affairs and overall function of the Club under the guidance of the President and the Executive Committee and in accordance with the Club Constitution, rules, regulations, Bye-Laws, and concerned manuals of the Club. Secretary-General/Secretary shall attend all meetings of the Executive Committee for the purpose of recording minutes or for any other assigned task by the President and the Executive Committee. The Executive Committee may at its discretion, allow the Secretary-General/Secretary to enjoy such facilities of the Club as it deems appropriate. Secretary-General shall be authorized to sign all letters, circulars, notices, etc. of routine nature. Letters addressed to the members on the disciplinary matter shall be signed either by the President or Member-in-Charge Administration or any other member designated by the President.
- (f) To appoint Office Secretary or General Manager or Chief Executive Officer and any other employee as required for the day-to-day administration and accounts of the club on such terms and conditions and to dismiss, discharge, or terminate services of any such employee as may be considered expedient.
- (g) To convene meetings of the Executive Committee, Annual General Meeting, or Extra-Ordinary General Meeting of the Club and shall cause minutes of these meetings to be made in books provided for the purpose.
- (h) The Executive Committee shall meet at regular intervals as deemed necessary for the dispatch of business, adjourn and otherwise regulate its meeting as necessary. The President or any four members of the Executive Committee may convene a meeting of the Executive Committee.
- (i) The quorum necessary for the transaction of the routine business of the Executive Committee may be fixed by the Executive Committee, but unless so fixed shall be Five. Seven Members of the Executive Committee personally present shall constitute a quorum for the purpose of electing Permanent/Donor Members and initiating any disciplinary action against any Member. Proxy votes shall not be allowed.
- (j) At least five days' notice shall be necessary for a meeting of the Executive Committee. However, in case of urgent need, an emergency meeting of the Executive Committee may be called giving a day's notice.
- (k) The President shall preside over the deliberation of the Executive Committee. In case President is unable to attend any meeting, the Vice President, the second senior most member of the Executive Committee, or members present at the meeting shall nominate one of them to chair the meeting.
- (l) The resolution of the meeting of the Executive Committee in writing shall be circulated to all members of the Executive Committee and shall be placed at the next meeting for confirmation and approval. After confirmation and approval of the minutes, proceedings of all meetings shall be recorded in a minute book. Minutes duly signed by the President/Chairman of the meeting shall be accepted as the true record of business transacted at the meeting.
- (m) Seal of the Company (Club) shall not be affixed to any instrument except by authority of a resolution of the Executive Committee and in presence of at least two members of the Executive Committee and the Secretary or such other persons as the Executive Committee may decide for the purpose. Any two members of the Executive Committee will sign every instrument which will be prepared and authenticated by the Office Secretary or persons appointed by the Executive Committee to which the seal of the Company (Club) is so affixed in their presence.
- (n) To organize and charter all national and global branches, according to the provision of the Memorandum and Articles of Association (Constitution) of the Club and under such rules and regulations as it may prescribe.

- (o) In the absence of any member/positions of the Executive Committee, the Secretary-General/Secretary of the executive committee can coopt any member of the Music Club to act in that absent position in the absent period with prior approval of the President, and/or Vice-President of the executive committee. In the absence of General/Secretary, the President and/or the Vice-President of the executive committee either individually or jointly can coopt any member of the Music Club to act in that absent position in the absent period.

Sub-Committees

48. The Executive Committee may delegate any of its power to any Sub-Committee constituted by the Executive Committee for assisting the Executive Committee on various Club matters and fixing its Terms of Reference (TOR). The total number of Members in a Sub-Committee shall not exceed 5.
- (a) The convener of the Sub-Committee shall convene meetings as and when necessary and put forward views, suggestions, and recommendations on Club matters under its jurisdiction for information and necessary action of the Executive Committee.

Powers and Responsibilities of the Office Bearers

49. The President shall lead the Executive Committee as its Chairperson and constitutional head of the Club and look after its overall function. The President shall guide and supervise all functions and activities of the Club secretariat and various sub-committees either directly or through any member of the Executive Committee nominated by him. In case of any urgent need, the President shall have the power to sanction an amount not exceeding Taka Five lacs without prior approval of the Executive Committee which shall be placed at the next meeting of the Executive Committee for regularization and approval. The President shall be responsible, for efficient management, administration, and overall affairs for the Club with the assistance of the Executive Committee and the Secretary-General.
50. He shall be empowered to call meetings of the Executive Committee, Extra Ordinary General Meeting, and Annual General Meeting of the Club during his tenure and preside over these meetings.
51. In absence of the President, the Vice President, the second senior most member of the Executive Committee, or any member designated by the President shall preside over all meetings and perform the routine duties of the President.
52. Member-in-Charge Finance shall affect all payments on behalf of the Club in conformity with decisions of the Executive Committee and concerned Manuals of the Club. He shall ensure that accurate and up-to-date accounts of the Club and all funds connected with it are maintained properly. He shall make arrangements for auditing the yearly accounts of the Club, put up the Audited Statement of Accounts to the Executive Committee for approval, and place the same at the Annual General Meeting.
53. All other Member-in-Charge shall carry out their assigned responsibility through the assistance of the Club secretariat, respective Sub-Committee, and their colleagues in the Executive Committee.

Accounting/Finance

54. Accounting year of the Club shall be from 1st July to 30th June.
55. The Executive Committee may set aside such amount, out of earnings of the Club, as it deems appropriate as a reserve or reserves which shall, at the discretion of the Executive Committee be applicable for meeting contingencies or for any other purpose to which earning of the Club may appropriately be applied, and pending such application, may be invested in such manner as the Executive Committee may from time to time think appropriate.
56. The Executive Committee shall ensure to maintain of proper books of accounts with respect to:
- (a) All sums of money received and expended by the Club with details of receipt and expenditure.

- (b) All sales and purchases of goods and services by the Club.
 - (c) All assets and liabilities of the Club.
57. Books of accounts shall be kept at the registered office of the Club or at such other place as the Executive Committee shall consider appropriate and shall be open to inspection by any member of the Executive Committee during business hours.
58. The Executive Committee shall as per sections of 183 and 184 of the Companies Act 1994 (Act XVIII of 1994) Act the Annual Balance Sheet, Book of Accounts, and Accounts Report to be prepared and to be laid before the Members at a General Meeting such as Income and Expenditure Accounts, Balance Sheets, and reports as referred to in those sections.
59. An audited Balance Sheet shall be prepared every year and placed before the Annual General Meeting, made up to a date not more than six months prior to such meeting. The Balance Sheet shall be accompanied by the report of the Executive Committee regarding the state of the Club's affairs and any amount they propose to carry to a Reserve Fund.
60. The Income and Expenditure account shall be in addition to the matters referred to in sub-section (3) of section 183 of the Companies Act 1994 (Act XVIII of 1994), show, arranged under the most convenient heads, the amount of gross earning, separating the establishment salaries and other expenses. Every item of expenditure fairly chargeable against the year's income shall be brought into account so that a just balance of income and expenditure may be placed before the meeting.
61. A copy of the Balance Sheet and report shall be sent to the members entitled to receive notice of the Annual General Meeting at least 14 days prior to the meeting.
62. The Executive Committee shall, in all respect comply with the provision of sections 181 to 191 of the Companies Act.

General Meeting

63. Official year of the Club shall be from 1st July to 30th June.
64. Annual General Meeting shall transact the following business:
- (a) Confirm the minutes of the last General Meeting.
 - (b) Presentation of Annual Report by the President on behalf of the Executive Committee.
 - (c) Adoption of the Audited Statement of Accounts pertaining to the preceding year.
 - (d) Appointment of auditor or auditors and fix their remuneration.
 - (e) Any other business on the agenda or matters which may be allowed to be discussed with the permission of the chair.
65. Meeting other than the Annual General Meeting shall be called Extra-Ordinary General Meeting and may be held at any time and at such places as the Executive Committee may deem convenient for the disposal of any business of the Club.
66. An Extra Ordinary General Meeting may also be held on the requisition to be signed by at least one-tenth of the Members, having voting rights as per the club register, specifying clearly the objective of such meeting and the business to be transacted.
67. The President shall upon the requisition having made in writing convene an Extra Ordinary General meeting of the club within 45 (forty-five) days from the date of receipt of such requisition.
68. If the President does not proceed to cause a meeting to be held within 45 (forty-five) days from the date of receipt of requisition made as aforesaid, the requisitioners Members or a majority of them may themselves call a meeting. But any meeting so called shall be held within three months from the date of requisition.
69. If the number of members at the time of any General Meeting does not exceed ten, the quorum shall be five, if they exceed ten, one for every five additional members shall be added to the above quorum. Twenty (20) members personally present shall form the quorum. No business shall be transacted in such meeting unless a quorum of Members of the Club is present at the time when the meeting proceeds to business.
70. If no quorum is formed within one hour from the time fixed for the meeting called upon the requisition of the members, the meeting shall be dissolved; in any other case, shall stand adjourned to the same day of the following week at the same time and the same place. In case a quorum is not present at the adjourned meeting within half an hour from the time appointed for the meeting,

Members present shall form the quorum.

71. President of the Club shall preside at any General Meeting of the Club. In absence of the President, the Vice President or any member of the Executive Committee may be elected to chair the meeting.
72. The Chairman may with the consent of the Members at any General Meeting at which a quorum is present, adjourn the meeting from time to time and place to place. But no business shall be transacted at any adjourned meeting other than the business left unfinished at the previous meeting where the adjournment took place. When a meeting is adjourned for ten days or more, a notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Five days' notice shall be sufficient in such a case. If the adjournment is less than ten days no notice shall be necessary.
73. At any General Meeting a resolution put to vote shall be decided by a majority of the members present in person and voting at such meeting. The Chairman shall declare the result accordingly and an entry shall be made in the book of the proceedings of the club to that effect.
74. Resolution seeking amendments to the Articles of Association of the Club shall not be deemed to have been passed unless it has received votes of three fourth majority of the members present in person and voting.
75. At least 14 (fourteen) days' notice for Annual General Meetings intended to pass an ordinary resolution and at least 21 (twenty-one) days' notice for Extra-Ordinary General Meeting intended to pass any Special Resolution, shall be given to the Members, specifying the place, time and date of the meeting. The accidental omission to send such notices to or its non-receipt by any member shall not invalidate the proceeding at such meeting.

Audit

76. Accounts of the Club shall audit and correctness of the Balance Sheet, Income, and Expenditure Accounts ascertained by one or more Chartered Accounts Firms once at least every year.
77. Members of the Club shall appoint an Auditor, or Auditors and fix their remuneration at the Annual General Meeting to hold office until the Annual General Meeting of the following year.
78. A member of the Executive Committee or any officer of the Club or their partner or any person indebted to the Club shall not be eligible for appointment as auditor.
79. A person/Firm other than the retiring Auditor shall not be eligible for appointment as Auditor at an Annual General Meeting unless notice of an intention to nominate that person/firm as the auditor has been given by a member to the Secretary not less than fourteen days before the meeting. The Secretary shall send a copy of any such notice to the retiring Auditor and shall also give notice thereof to the members appropriately not less than seven days before the meeting.
80. The Auditor shall have the right or access to the books of accounts of the Club and shall be entitled to such information and explanation from the Executive Committee and the Club Office as may be necessary for the performance of their duties.
81. The Auditor shall make a report to the members on the Accounts examined by him and on every Balance Sheet and Income and Expenditure Accounts laid before the members of the Annual General Meeting stating:
 - (a) Whether or not he has obtained all information and explanation required and asked for.
 - (b) Whether or not in his opinion the Balance Sheet and Income and Expenditure Accounts referred to in the report are drawn up in conformity with the law.
 - (c) Whether or not such a Balance sheet exhibits a true and correct view of the state of the affairs of the Club according to the best of the information and explanation are given to him and as shown in the books of the Club.
 - (d) Whether in his opinion books of accounts have been kept by the Club as required by section 181 of the Company Act 1994.
82. The Auditor shall be entitled to receive the notice of the Annual General Meeting and attend the meeting to clarify or make any statement or explanation with respect to the Club Accounts.
83. Every Account of the Executive Committee when Audited and approved by the General Meeting shall be conclusive except for any error discovered within the next three months after the approval thereof. If any such error is discovered within the specified period, the account shall forthwith be corrected and thenceforth shall be conclusive.

Bank Accounts

84. All sums of money collected daily on account of subscriptions, club bills, donations, or proceeds from the sales of goods and services or any other dues and charges, etc. shall be deposited in scheduled bank(s) in savings and/or current accounts opened in the name of the Club as decided by the Executive Committee. Such bank accounts shall be operated jointly by any two of the following or as per decisions of the Executive Committee from time to time:
- (a) President
 - (b) Member-in-Charge Finance/Treasurer
 - (c) Secretary-General/Secretary

Suits and Proceedings

85. Any member of the Executive Committee or any person/s nominated by the Executive Committee shall represent the Club in any Legal Proceedings, or litigation on behalf of the club. All expenses in this connection shall be borne by the Club.

Declaration by Members

86. All Members shall give a declaration in a prescribed form agreeing with the Executive Committee to become a Member of the Club and to conform and abide by the Memorandum and the Articles of Association of the Club.

Code of Conduct

87. All Members shall abide by the code of conduct for Members as formulated by the Executive Committee from time to time.







Amendments







88. These Articles may be amended to meet the demand of the situation by resolution at an Extra Ordinary General Meeting as per provision of Section 20 of the Companies Act 1994. For this at least 21 days' notice has to be given along with drafts of proposed amendments which must be passed by at least three fourth of the members present and vote as detailed in Section 87 of the Companies Act 1994.



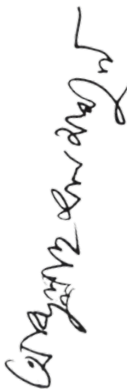

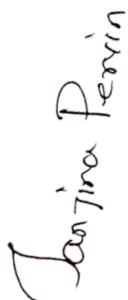

Winding Up



89. (a) Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that he is a member, or within one year afterward for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member, and of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding Tk. 500/-.
- (b) If upon the winding up or dissolution of the company, there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the company to be determined by the members of the company at or before the time of dissolution and in default thereof by such Judge or Court as may have or acquired jurisdiction in the matter.

We, the several persons, whose names and addresses are subscribed below are desirous of being farmed 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, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
01	<p>Name: Golam Morshed Ferdous Father: Late A. K. M. Alauddin Mother: Hosne Ara Alauddin</p> <p>Present & Permanent Address: 152, 1st Colony, Mazar Road, PS-Darussalam, Mirpur, Dhaka-1216</p> <p>Date of Birth: 29/10/1972 E-TIN: 115436476803 Nation ID: 7754012040 Mobile: +880 17 1281 7017 E-mail: ferdousgm@gmail.com Occupation: Business Nationality: Bangladeshi</p>	President		
02	<p>Name: Golam Samdani Sajal Father: Late A. K. M. Alauddin Mother: Hosne Ara Alauddin</p> <p>Present & Permanent Address: 152, 1st Colony, Mazar Road, PS-Darussalam, Mirpur, Dhaka-1216</p> <p>Date of Birth: 06/08/1975 E-TIN: 465659144049 Nation ID: 6854012678 Mobile: +880 17 1128 4808 E-mail: sajalsamdani@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Vice-President		
03	<p>Name: Abu Taiyab Md Tajmilur Rahman Father: S K M Salehur Rahman Mother: Taiyaba Begum</p> <p>Present & Permanent Address: House-120, Road-04, Block-C, Bashundhara R/A, Baridhara, Dhaka</p> <p>Date of Birth: 01/01/1977 E-TIN: 779400154168 Nation ID: 6403136473 Mobile: +880 19 3707 1261 E-mail: tajmilur12@gmail.com Occupation: Banker & Singer Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
04	<p>Name: Mizanur Rahman Father: Md. Ashraf Uddin Mother: Nasima Begum</p> <p>Present Address: Flat-A5, House-62, Road -01, Mohammadia Housing Society, Mohammadpur, Dhaka-1207</p> <p>Permanent Address: Village - Mostafapur, Post - Barinda Bazar, Upazila - Mirzapur, Tangail</p> <p>Date of Birth: 17/07/1974 E-TIN: 175568442774 Nation ID: 3270091303 Mobile: +880 19 7333 0020 E-mail: rawlandcorp@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Member		
05	<p>Name: Khurshid Ahmmed Siddique Father: Siddiqur Rahman Mother: Khurshid Jahan</p> <p>Present Address: 2/9, Tajmohal Road, Block-C, Mohammadpur, Dhaka</p> <p>Permanent Address: Fazlur Rahman Ukil Bari Village: Eklashpur, Post Office: Eklashpur Bazar, Ward: 3, Upazila: Begamganj, District: Noakhali</p> <p>Date of Birth: 01/10/1976 E-TIN: 857692827477 Nation ID: 7510742653954 Mobile: +880 17 1600 7423 E-mail: kasiddique76@gmail.com Occupation: Private Service Nationality: Bangladeshi</p>	Member		
06	<p>Name: Md. Faruque Ahmed Father: Abdul Maid Molla Mother: Khaleda Begum</p> <p>Present & Permanent Address: 17/21, Free School Street, Hatirpool, Dhaka</p> <p>Date of Birth: 27/12/1964 E-TIN: 634918905748 Nation ID: 1003718234 Mobile: +880 17 1138 7623 E-mail: mocat.faruque@gmail.com Occupation: Govt. Service Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
07	<p>Name: Anjali Roy Chawdhury Father: Late Mr. Sidheswar halder Mother: Late Latika halder</p> <p>Present Address: Flat # 6/E, 1st Tower, Sheltak bithika, 114/1, 2nd colony, Mazar road, Mirpur, Dhaka-1216</p> <p>Permanent Address: CCDB (Chaytala), No.1 Kalma Bazar, Village: Akran, Post Office: Birulia, Aithor, Savar, PO-1340, Dhaka</p> <p>Date of Birth: 24/10/1965 E-TIN: 550272637934 Nation ID: 19652693622000101 Mobile: +880 17 3651 8886 E-mail: anjalichawdhury@yahoo.com Occupation: Self Employed & Singer Nationality: Bangladeshi</p>	Member		
08	<p>Name: Abdullah Al Mamun Father: Md. Wazed Ali Mother: Nur Akhter Mashuda Begum</p> <p>Present & Permanent Address: House-297, Road-6, Block-I, Bashundhara R/A, Dhaka</p> <p>Date of Birth: 01/01/1977 E-TIN: 268530780545 Nation ID: 2693622302250 Mobile: +880 17 1306 7655 E-mail: mamun.abdullah1977@gmail.com Occupation: Private Service & Singer Nationality: Bangladeshi</p>	Member		
09	<p>Name: Tanjina Pervin Father: Tahmid uddin Ahmed Mother: Bilkis Ahmed</p> <p>Present & Permanent Address: 51/3 Borobag, Mirpur-2, Dhaka-1216</p> <p>Date of Birth: 31/12/1975 E-TIN: 160131739008 Nation ID: 3727030532 Mobile: +880 18 1753 0909 E-mail: tanjina.toma.official@gmail.com Occupation: Educator & Singer Nationality: Bangladeshi</p>	Member		

SL No.	Name, Address, and Description of the Subscribers	Position	Signature of the Subscribers	Photos of the Subscribers
10	<p>Name: Shirajul Alam Khan Father: Abdul Halim Khan Mother: Rowshon Ara Khanom</p> <p>Present & Permanent Address: House -278/1, Flat-A5, "BDDL ROSSELLA" Jafrabad, Dhaka-1209</p> <p>Date of Birth: 08/07/1975 E-TIN: 153654507736 Nation ID: 19752611429000019 Mobile: +880 17 5540 5164 E-mail: polashkh@gmail.com Occupation: Business Nationality: Bangladeshi</p>	Member		

Signature of the Witnesses:

Witness 1



Name: Barrister Mohd Aftab Uddin
Advocate, Supreme Court of Bangladesh
Address: 5/2, Iqbal Road, Mohammadpur, Dhaka 1207
Phone: +880 15 5634 5170
NID: 6883714328

Witness 2



Name: Md. Shahadat Hossain
Address: 23/D/1, Free School Street Box Road, Panthapath, Dhaka 1205
Phone: +880 17 8265 0196
NID: 2841356187