

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF THE
SYLHET CLUB LIMITED

www.sylhetclubltd.com

The Companies Act, 1994
COMPANY LIMITED BY GUARANTEE
Memorandum of Association
of
SYLHET CLUB LIMITED

1. The name of the Company shall be the "SYLHET CLUB LIMITED"
2. The Registered Office the Company will be situated at Sylhet in Bangladesh.
3. The objects for which the Company is established are all the object will be implemented after obtaining necessary permission from the Government/ Concerned authority/ Competent authority before commencement of business.
 - a) To establish, maintain and conduct a club for the accommodation of the Members of the Company and their families and friends with all privileges, advantages, conveniences and accommodation of a social, sports and literary club.
 - b) To erect, maintain, improve, pull down, demolish or alter any buildings and grounds which are held on lease to the terms of such lease.
 - c) To purchase, take on lease or in exchange hire acquire absolutely or otherwise any movable and immovable property, right, privileges, concession and easements and in particular any lands, buildings, furniture, club and household effects, utensils, books, newspapers, periodicals, musical and other fittings, news-appliances, conveniences, accommodations and effects as may be necessary or expedient.
 - d) To improve, manage, develop and prepare lands for playing tennis, football, cricket, golf, hockey, basketball, squash, athletics & sports, billiard, rowing, health club, table tennis, golf, cards, chess and other indoor and outdoor games of all and every description and to construct all such buildings, stands, appliances arrangements, fixtures and effects required for the same whether of a permanent or temporary nature, which may directly or indirectly be conducive to the company's objects.
 - e) To borrow or raise money for the purpose of the club in such manner as the company shall think fit and for the purpose of securing the same to mortgage or chare the undertaking of all or any of the property of the company, present or

future, and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the company's property and furniture.

- f) To make accept endorse execute and issue promissory notes bills of exchange, debentures and other negotiable or transferable instruments.
 - g) To enter into any arrangements with any authorities municipal local or others company syndicate, trust, firm, person or communities that may seem conducive to the company's objects or any of them and to obtain or acquire such rights privileges, concessions which the company may think desirable and to carry out exercise and comply with any such rights, concessions and privileges.
 - h) 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, consumable and other articles, chattels and effect of all kinds both wholesale and retail and for this purpose to apply for and obtain all such licenses as may be necessary.
 - i) To do all such other things as are incidental or conducive to the attainment of the above objects.
 - j) To do all or any of the above things through trustees, agents or otherwise and either alone or in conjunction with other.
 - k) **To** remunerate any person or company for services rendered or to be rendered to the company and in particularly **in** placing or assisting to place or guaranteeing the placing of any debentures or other securities of the company.
4. The income and property of the company, howsoever, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of the company and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise, **howsoever** by way of profit to the persons who at any time are or have been Members of the company or to any of them or to any person claiming though any of them.
5. The liability of the member is limited.
6. Every member of the company undertake to contribute to the assets of the company in the event of its being wound up while he is a member or within one year afterwards, 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 right of the contributories among themselves, such amount as may be required not exceeding Taka 500/- (Five Hundred).

The companies Act, 1994
COMPANY LIMITED BY GUARANTEE
Articles of Association
Of The
SYLHET CLUB LIMITED
PRELIMINARY

1. a) The regulations contained in SCHEDULE-vii to the Companies Act 1994 shall apply to the company.

b) The Rules and Regulations for the management of the company and for observance by members thereof shall, subject to any amendments that may be made hereafter, be those contained in these Articles.
2. In these Articles, unless there be something in the subject or context inconsistent therewith:-
 - a) Club means "Sylhet Club Limited"
 - b) Executive Committee means the "Executive Committee of the club constituted under Articles 22.b and 22.c.
 - c) 'Office' means the registered Office of the Company.
 - d) 'Office bearers' means and includes the President and members of the Executive Committee.
 - e) 'Member' shall mean member of the Company as detailed in Article-10a.
 - f) Words importing singular number and vice versa and words importing masculine gender shall include feminine gender and vice versa.
3. The business of the club shall include several objects expressed in the Memorandum or any of them.
4. a. For the purpose of registration only, the club is hereby declared to consist of 500 members.

b. The Club shall be a "Family Club" which means that the environment of the Club shall always be kept congenial for use by the families of the Members.

c. The total number of Members of the Company shall not exceed 1000 out of which 950 shall be Permanent, 25 shall be Donor and 25 shall be Life Members.

MEMBERSHIP, ENTRANCE AND ENTRANCE FEES ETC.

5. The members of the club shall be subscribers to its memorandum and Articles of Association and the persons who may hereafter be accepted, in accordance with the provisions of these Articles as Members of the club.
6. The membership of the Club shall be restricted to:
 - a. The residents of Sylhet District only. However, the Executive Committee may admit any person residing outside of the Sylhet District as a member of the club on special consideration. This condition shall not be applicable in case of Corporate Members.
 - b. Persons of 21 (Twenty One) years of age. The member's spouse, sons, daughters and siblings, who are eligible to become members of the Club will get preference. Any person convicted by a court of law on a charge involving moral turpitude shall not be eligible for membership for a period of at least 5 years after his/her release/conviction whichever is later.
 - c. A vacancy created on the death of a Donor / Life / Permanent member shall be filled either by the spouse / son / daughter / grandchild of the deceased member provided he / she is eligible to become a member. A **transfer** fee of Taka 5000/- shall be paid **by the spouse / son / daughter / grandchild of the deceased member** to the Club **for retaining the** Donor / Life / Permanent membership. The President, **on behalf of the Executive Committee**, within 45 days of the member's demise shall issue an invitation for filling up of the membership **from the heirs of the deceased member** and if no response is received **there from** within 60 days of receipt of the invitation letter it shall be deemed as a refusal to the invitation of membership. The vacancy may then be allotted **by the EC** to any other applicant as provided in the Articles of Association. **If the membership is transferred to a new member other than the heirs of the deceased member, in that event the Executive Committee shall pay due redress to the heir(s) of all deceased member(s) against the membership as approved and decided by them from time to time. The heirs of the deceased member shall also have right to sell and transfer the membership to any person as per conditions as laid down in Articles 6a & 6b and such transfer shall be made on payment of 20% amount as transfer fee on the value of the membership as determined by the parties subject to the approval of the EC. The** spouse of the deceased

member may also be given a special Membership for use of the club facilities as applicable to Honorary Member.

7. A 03 (Three) members Membership Sub Committee shall be appointed by the Executive Committee for one year term for scrutinizing all membership applications on a monthly basis. Nothing in this article shall be deemed to limit or otherwise affect the inherent powers of the Executive Committee to cancel and change the Sub Committee or change any member thereof or their decisions at any time. Members of the Sub Committee shall be selected from amongst the General Members who are not currently serving in the Executive Committee. They shall scrutinize all applications on "first come first serve basis" and forward the same to the Executive Committee. The members of the Sub Committee shall neither propose nor selected any candidate for membership of the club. At least 02 (Two) members must remain present in any meeting of the Sub Committee to form the quorum. The members shall elect the Chairman of the Sub Committee amongst themselves.

Having received the applications along with the comments of the Sub Committee, the Executive Committee shall proceed to consider the membership applications of the candidates on "first come first serve basis". The club secretariat shall strictly maintain the secrecy as well as the serial of all membership applications, on the basis of date of receipt of such applications. If a candidate is not found suitable for membership of the club, the Executive Committee shall request his proposer to withdraw the application.

8. 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 received from the applicant shall be refunded to him.
9. There shall be 8 (Eight) classes of members of the club viz,
 1. Donor,
 2. Life,
 3. Permanent:
 - General
 - Special
 4. Senior,
 5. Corporate,

6. Temporary,
7. Honorary
8. Associate.

All categories of members except senior members shall be elected by the Executive Committee.

DONOR, LIFE AND PERMANENT MEMBERS RIGHTS, ELECTION, CESSATION OF MEMBERSHIP

10. a. The Donor, Life and Permanent (General & Special) members of the club shall be members of the company and only Donor, Life and Permanent (General & Special) and Associate members of the company shall enjoy the voting rights at the meeting of proposing, seconding or balloting in an annual general meeting for nominating members of serving in the Executive Committee.

b. Members of the company shall consist of:

All persons who are Donor, Life and Permanent (General & Special) Members of the Club and who have not subsequently ceased to be members or who have been readmitted and considered already as Permanent (Special) members. No new Permanent (Special) members shall be admitted except the existing special membership.

c. After scrutiny of "Bio-Data" of a candidate, if the membership sub-committee considers appropriate, it will issue prescribed application form to the candidate. Each applicant for Donor / Life / Permanent (General) / Honorary / Corporate / Associate and Temporary Membership of the club must be proposed either by a Donor or Life or Permanent (General & Special) Member and seconded by a Donor / Life / Permanent (General & Special) Member, not being the president or Member of the Executive Committee in a proposal from addressed to the Secretary of the club. Membership applications must be submitted with the prescribed membership fees.

On receipt of application duly filled and signed by the candidate and his proposer and seconder, the Executive Committee shall call the candidate for interview, accompanied by his proposer and seconder. Applicants for Donor / Life / Permanent (General) / Honorary / Corporate / Associate and Temporary Membership, if found suitable, may be granted desired membership with immediate effect. Applicants for Permanent (General) membership, if found suitable, shall be granted "USE CLUB" permission for a period not less than 03 (Three) months. The "USE CLUB" permission may also be granted to the Associate member for a period not less than (One) months. On expiry of "USE CLUB" period, the application for Permanent (General) membership shall be put up for election by the Executive Committee and if found suitable the applicant

will be elected as a **Permanent (General)** member as the **case may be**. A "USE CLUB" Membership may be terminated by the Executive Committee at any time without showing any reason.

- d. Every proposal for admission to the club as a donor, Life, Permanent **(General)** / **Honorary / Corporate / Associate** and Temporary Member shall be made in the prescribed form appended to these Articles. The form shall state the full name of the candidate, his rank, occupation and such other information as may be required by the Executive Committee which shall be provided by the proposer and seconder.

SENIOR MEMBERS RIGHTS AND PRIVILEGES

11. Any Donor, Life, Permanent member who has either reached the age of 60 years or had been a member of Sylhet Club Limited for at least a period of 10 years, may opt to become a senior member of the club. A senior member of the club shall enjoy all the privileges and rights of a member but shall not be required to pay monthly subscription of the club. He / She shall not enjoy voting right in any club election and shall not be eligible to hold any office in the Executive Committee.

CORPORATE MEMBERS RIGHTS AND PRIVILEGES

12. a. Application for Corporate Membership may be submitted in prescribed form as annexed.
- b. Companies / Organizations shall be eligible for Corporate Membership which are Private and Public Limited Companies including Financial Institution, Local Banks, Foreign Banks, Insurance Companies and Multinational / Foreign Companies with a paid up capital of at least **Taka 01 (One) million.**
- c. Total number of Corporate Members shall be limited to 03 (Three) at a given time.
- d. Nominees of a Corporate Member shall enjoy all facilities of the club and shall pay a monthly subscription of Taka **1000/-** each.
- e. A Corporate Member shall be entitled to nominate at a time 03 (Three) persons on payment of Corporate Membership fee of Taka 10,00,000/- from amongst its Chairman / Managing Director and Director to use the facilities / amenities of the club.
- f. Nominations shall be in writing either by the Chairman or the Chief Executive Officer of the Company for a minimum period of one year but nomination for a shorter period or substitution during continuance of nomination of a particular

member, the Company shall have to pay Taka 10,000/-for each such nominee as service charges.

- g. A Corporate Member shall not nominate one who has been debarred from the membership of the club.
- h. A Corporate Member shall be liable for any dues / debts owed to the Club by its nominees.
- i. A Corporate Member shall cease to be a member of the club on any of the following events.
- j. On going into liquidation either voluntarily or otherwise,
 - i. On merger or amalgamation with any other Company or Corporate body resulting in a change in the Corporate Structure,
 - ii. Nonpayment of dues of the Club,
 - iii. On refusal to comply with a request / direction to withdraw / change any / all of its nominee (s) either temporarily or permanently pursuant to a proceeding under Articles 20.c & 20.d or otherwise.

TEMPORARY MEMBERS RIGHT, ADMISSION AND CESSATION OF MEMBERSHIP

13. 1. Temporary Members shall enjoy all the privileges of a Permanent Member except the rights of voting at meetings of proposing, seconding and balloting in AGM for the Members of serving in the Executive Committee. They shall further be subjected to such restrictions as may, from time to time not inconsistent with these Articles, be prescribed for them by the Executive Committee.
2. A person either a service holder or professional who is / are not permanently residing in Sylhet, Bangladesh may be made a Temporary Member by the Executive Committee for any period, not exceeding two years, on being duly proposed by one and seconded by another Donor / Life / Permanent Member. The proposer and seconder shall remain liable for all expenses incurred by the Temporary Members in the Club. Temporary membership may be extended on such terms and for such period as the Executive Committee thinks fit from time to time.
3. (a) A Temporary Member shall be elected by the Executive Committee. The provisions for the election of a Permanent member shall apply to the election of a Temporary member.

- (b) An application for a Temporary Membership shall not be put up for election meeting unless a minimum period of three months has elapsed after permission has been granted to him to use the club facilities. Such permission shall be granted after the Executive Committee has found him suitable.
4. A Temporary Member shall cease to be a Member on the expiry of the period for which he was admitted, unless that period has been extended. The Executive Committee may at any time, without assigning any reason, terminate the membership of any Temporary member, notwithstanding the fact that the period for which he was admitted has not yet been expired.

HONOURARY MEMBERS RIGHTS, ADMISSION AND CESSATION OF MEMBERSHIP

14. 1. An honorary Member shall enjoy all the privileges of a permanent Member, except the rights of voting at meeting proposing, seconding for membership and balloting in AGM for the Members of serving in the Executive committee.
- 2.(a) The Executive Committee may invite any distinguished person to become an honorary member of the Club.
- (b) The Executive Committee may admit an honorary Member, on such terms and for such period as they think fit and whose case they feel special considering circumstances exist and justifying the use of the Membership under these Articles.
3. If an honorary member is elected for a definite period, her/his membership shall cease on the expiry of that period unless it is extended. The Executive Committee may, at any time without assigning any cause, terminate the membership of any honorary member notwithstanding that fact that the period for which he was admitted has not yet been expired.
4. The total number of honorary Members, excluding foreign diplomats, shall not exceed 60 at any time or at a time.

ASSOCIATE MEMBERS RIGHTS AND PRIVILEGES

15. An Associate Membership is a membership may be given to the Spouse, Son or Daughter and Siblings of a Senior / Donor / Life / Permanent member to use the club facilities having attained the age of 21 (Twenty One) years and if otherwise found eligible.

A Donor / Senior / Life / Permanent member may apply to the Executive Committee by an application form shown in annexure-2 for not more than two associate memberships.

An Associate member shall be allowed to use of all facilities of the club. The Membership fee for Associate Membership shall be Taka 1,00,000/- and the monthly subscription shall be Taka 1000/-. An Associate Member shall cease to be a member if his / her proposing member transfers his/her membership under Article 16 b) but the Associate Member shall not be able to sell or transfer their membership except surrender their membership to the EC.

TRANSFER OF MEMBERSHIP BY THE DONOR, LIFE, PERMANENT & SENIOR MEMBER

16. a) A senior member or their nominee may surrender or transfer the membership either to the EC or to any person declared illegible by the EC and ask back due redress there from as a matter of right on payment of 20% amount as transfer fee on the value of the membership as determined thereto. No membership fee shall be applicable for a Senior Member and he / she shall have the right to nominate a nominee either from his / her spouse or from his/her son / daughter / grandchild / sibling who in absence of a senior member may enjoy all the privileges of a Permanent Member except the rights of voting at meetings of proposing, seconding and balloting in AGM for the Members of serving in the Executive Committee. A senior member shall not be able to surrender or transfer the membership to his / her spouse / son / daughter / grandchild / sibling who is being disqualified to become a senior member of the club as per Article 11 or rejected by the Executive Committee.
- b) The Membership of a Donor / Life / Permanent member may be surrendered to his / her spouse / son / daughter / grandchild / siblings or to his / her nominee and transferred to any person or to the EC after due procedural scrutiny as applicable under art 10(c). Should the nominee or the person be not considered by the EC, his / her membership will remain as it was with the member. If the nominee or the person be considered eligible by the EC, the transferor's membership shall cease thereby.
- c) The Membership of a Donor / Life / Permanent member may be surrendered / transferred according to Article 10(c) & 20(v) on payment of 20% amount as transfer fee to the club on the value of the membership as determined thereto/-.

17. Membership fees shall be as below for different categories of members:

Serial No	Category of Membership	Membership Fee (Taka)	Entrance Fee (Taka)	Development Fee (Taka)	Monthly Subscription
1.	Donor	10,00,000/-	×	×	×
2.	Life		×	2,00,000/-	×
3.	Permanent-General	5,00,000/-	25,000/-	4,75,000/-	1000/-
	-Special	×	×	80,000/-	×
4.	Senior	×			×
5.	Corporate	10,00,000/-	2,50,000/-	7,50,000/-	3,000/-
6.	Temporary	30,000/-			
7.	Honorary				
8.	Associate	1,00,000/-	×	×	1000/-

a. The following categories of members may become member of other category at any time by paying the following additional fees subject to provision of Article No-4 above.

- 1) Permanent to Life member: Tk. 2 (Two) lac.
- 2) Permanent to Donor member: Tk. 5 (Five) lac.
- 3) Life member to Donor member: Tk. 3 (Three) lac.
- 4) **Special Member to Donor member: Tk. 4 (Four) lac.**
- 5) **Special Member to Life member: Tk. 2 (Two) lac.**

b. Donor, **Senior** and Life members will not be required to pay monthly subscription of the club and they will have all the rights and privileges of a Permanent member. List of the Donor Members of the club shall be prominently displayed in a Board in a suitable place of the club. No entrance fee or monthly subscription shall be payable by the Honorary member.

FIXATION OF SUBSCRIPTION AND OTHER CHARGES

18. The monthly subscriptions and other charges of the permanent, temporary members and foreign nationals shall be prescribed by the Executive Committee from time to time. Monthly subscription shall exclude charges payable for bar, mess, tennis, squash, badminton, billiard, cards etc. and other games.

USE OF CLUB BY NON-MEMBERS

19. a. The wife of any member may make use of such parts of the club as are declared to be open for ladies. This Privilege shall also be extended to his close family members depended on him and living with him **or to any non resident of Sylhet**

introduced by a member. Children of members below the age of 21 may also be allowed to use club of the specific purpose as decided by the Executive Committee. No separate subscription shall be paid for using the Club under this Article.

- b. All classes of members as classified in Article -9 shall be allowed to introduce as visiting guest who is a non-resident of Sylhet by entering the name in the visitors Guest register for a period not exceeding the 10 days in a calendar year. Any misuse of the privilege shall invoke application of Article-42 against the member introducing the visiting guest.
- c. The residency area restriction or name entry into the visitors guest register shall not be applicable to a guest attending a private party for which a member has reserved a room or any other part of the club.
- d. A member expelled from the club shall not be allowed entry into the club as a visiting guest / party guest or as a member of an affiliated club.
- e. Member introducing the guest shall be responsible for the conduct and behavior of the guest in the Club premises.

RESIGNATION AND CESSATION OF MEMBERSHIP

20. a) All members as classified under Article-9 shall cease to be the member of the club if:
- i) He / She expires,
 - ii) He / She voluntarily resigns,
 - iii) He /She is adjudged insolvent,
 - iv) He / She becomes or is found to be of unsound mind by a court of competent jurisdiction,
 - v) He / She transfers his / her membership under Articles 16 (b),
 - vi) He / She is expelled under Articles of the club,
 - vii) He / She is convicted by any court.
 - ix) He / She does not pay the subscription and other dues of the club.

b) A member who has been expelled shall not be eligible for admission to the club under any circumstances.

c) A member who has resigned or has been expelled or has otherwise ceased to be a member, shall remain liable to pay all dues to the club until his resignation becomes effective or he is expelled or otherwise ceased to be a member, and he shall not be entitled to refund or any money paid to the club.

d) The name of every member who has resigned or been expelled or has otherwise ceased to be a member, shall be struck off the register.

PAYMENT OF CLUB DUES

21. a) The membership subscription shall become due on the seventh day of each month and all club dues including membership subscription if not settled within 30 days from the day of submission of all bill, the accounts office shall send a reminder to the defaulting members to clear off the dues forthwith. If the said dues of the said members are not cleared off within 30 (Thirty) days from the date of receipt of the 1st reminder, a second reminder shall be sent to them requesting them to clear off the dues to avoid the pasting of their names in the notice Board of the club.

b) Any member whose name is posted under Article 21 a) shall be debarred from all use of the club and a letter shall be sent to him by the President intimating the decision that if the dues or the account including membership subscription is not paid and settled within 30 days, his name shall be removed from the list of the members of the club.

EXECUTIVE COMMITTEE

22. a. The Executive Committee, which shall look after the day to day affairs of the club, shall consist of 07 (Seven) members.

The following signatories of this memorandum and Articles of association shall be deemed to be the members of the first Executive Committee:

President	:
Vice President	:
Member Administration	:
Member Finance	:
Member Culture	:

Member Sports :
Members Entertainment & Recreation :

b. The Executive Committee shall be elected in the manner indicated below:

1) In every Annual General Meeting the members shall elect 01 (One) President, 01 (One) Vice President, 01 (One) Member Administration, 01 (One) Member Finance, 01 (One) Member Culture, 01 (One) Member Sports and 01 (One) Member Entertainment & Recreation for 01 (One) year only.

2) The Executive Committee so elected shall meet within 10 (Ten) days from the date of election.

c. Any casual vacancy in the Executive Committee, which may occur due to resignation, death etc, may be filled up by the Executive Committee through Co-option. The member so co-opted into the Executive Committee, shall continue to be the member of Executive Committee until the next election.

d. If for any reason the annual general meeting can not be held on the due date and thus the election of the Executive Committee is delayed, the Advisory Board shall continue to serve for such interim period until the AGM and the election are held. Also they shall hold all powers of the Executive Committee at the interim period.

e. The office of the president, office bearer and Executive Committee member shall be vacated if:

1. He resigns,
2. Ceases to be member of the club,
3. Absents himself from three consecutive meetings without leave of the Executive Committee.

POWERS, MEETINGS AND FUNCTION OF THE EXECUTIVE COMMITTEE

23. The Executive Committee shall have the following powers and function:

1. a) To act and carry out the aims and objects of the club for one year only.
- b) To look after and manage all property, moveable and immovable held by the club.

c) To frame and put into effect rules, regulations and bye-laws for the management, administration, election and for such purposes as are conducive to the promotion of the objects of the club and to rescind , add to or alter such rules, regulations or bye-laws.

d) To convene ordinary or extra ordinary general meeting of the club.

e) 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 of any action, suit or dispute or differences.

f) To appoint any employee on such terms and conditions or to dismiss, discharge and terminate the services of any employee as may be considered appropriate. In case of emergency, the President may make temporary appointments subject to approval in the next meeting of the Executive Committee. If not approved, the appointment shall become null and void.

g) The Executive Committee shall meet together for the despatch of business transaction of business, adjourn and otherwise regulate their meetings as necessary but they shall meet at least once in every month. The President or three members of the executive committee may call a meeting of the Executive Committee.

h)The quorum necessary for the transaction of the business of the Executive Committee may be fixed by the Executive Committee and unless so fixed, shall be 04 (Four).

i) The Executive Committee may delegate any of its powers and responsibilities to Sub-Committee or office bearers as it think fit.

j) At least five days notice for a meeting of the Executive Committee shall be given. In case of emergency, a meeting of the Executive Committee may be called with a short notice.

k) A resolution in writing which has been circulated to the members of the Executive Committee for the time being in Bangladesh and assented to by all such members, shall be as valid and effectual as if it had been passed at meeting of the Executive Committee duly called and constituted.

l) The proceeding of all meetings shall be recorded in minute book and the minutes of the meeting shall be accepted and signed by the President as a true record of the business transacted at the meeting.

m) The Executive Committee shall be responsible for running all affairs of the Company. The Annual Accounts and Budget left by the out-going Executive Committee along with the budget proposed to be / given by the newly elected Executive Committee for next year shall be adopted and approved in the Annual General Meeting.

n) To meet the expenses for development projects of the club, the Executive Committee shall call an extra ordinary general meeting to obtain approval of the members of the Company.

2. a). The meeting of the Executive committee shall be held at least once a month.

b). 04 (Four) members of the Executive Committee personally present shall constitute a quorum for election propose of the members. Proxy votes shall not be allowed. The ballot shall be void unless 04 (Four) members of the Executive Committee vote are confirmed.

c).The Executive Committee may postpone consideration of any application for membership for a period, not exceeding three months, provided there is vacancy.

d).The ballot shall be secret. The result of the ballot shall be published, but no details shall be disclosed.

e). Regardless of the number of votes recorded, if the number of negative votes three or more the candidate shall be declared not elected.

f). If a candidate is not elected, he shall not be put up again for one year.

g). Notwithstanding anything elsewhere contained in the articles, the proposer and the seconder of a permanent member shall be jointly and severally liable for six month from the date of his election for the sums that may become due from him to the club.

h). No members including President shall be able to act in the Executive Committee or take part in the election of the Executive Committee for more than two times in a same post at a time. They will automatically retire from the post of Executive Committee after 02 (Two) years and be eligible again for the

election of the previous post in the Executive Committee after cessation of 01 (One) year.

POWERS AND RESPONSIBILITIES OF THE OFFICE BEARERS

24. a) **President** : The president shall be the constitutional head as well as Chief Executive of the club. He shall preside over the general meetings as well as the Executive Committee meetings. He shall have a casting vote when votes on any issue are equally divided. The President may request the Vice President or Member Administration to convene a Meeting of the Executive Committee. In case of their Failure, The President may also call General meetings and the Executive Committee meetings if deemed necessary to him. The President shall supervise the functions of the secretariat and the sub committees directly or through his nominated members of the Executive Committee. In case of emergency, he shall have power to sanction an amount not exceeding Taka 1,00,000/- without prior approval of the Executive Committee. However this shall be placed before the next Executive Committee meeting for approval. The President shall be responsible for proper administration and Management of club affairs through the help of the Executive Committee members and the employees of the club.
- b) **Vice-President**: The Vice-President shall generally assist the President in the discharge of his functions and responsibilities. In the absence of the President or a vacancy if occurs in the office of President by death or resignation or if the President is unable to discharge the functions of his office on account of absence, illness or any other cause, the Vice President shall act as President, preside over the meetings, exercise all powers of the President and discharge those functions until a President is elected or until the elected President resumes his office as the case may be.
- c) **Member Administration**: The Member Administration shall be the Executive head and shall be responsible to the Executive Committee for management of the affairs of the Company. He shall supervise all official works, computer works, maintain filing register, movement register, inventory list, assets and liabilities. Maximum a sum of Taka 20,000/-(Taka Twenty Thousand) only in cash may be kept in hand by the Member Administration for meeting up emergency and day to day expenses of the Club. He shall be competent to spend money to meet the current expenditure of the Club. He shall be entitled to spend any sum in excess of the budget estimate under all or any head or heads and may purchase books, periodicals, furniture, fixtures, fittings, electric appliances and make sure all expenditures in connection with maintenance of or repairs to buildings with the prior approval of the Executive Committee. The

Member Administration may let out the specific Club premises to any member, association or individual on receipt of payment of rent as set by the Executive Committee. He shall be competent to grant leave to the employees of the Club with or without pay as per Service Rule after making proper arrangement for the work. He shall deal with the complaints against employees regarding negligence of duty and of discipline etc. in consultation with the President. He shall maintain a register containing list of title deeds regarding the immovable properties owned by the Club. He shall see that a register is maintained by the employee of the Club showing the entries regarding all furniture belonging to the Company. He shall be responsible for effective check over the receipts and expenditures of the Club and he shall sign all vouchers showing the receipts and expenditures of the Club with the Member Finance.

- d) **THE MEMBER FINANCE:** He shall have power to receive all subscriptions, donations, contributions, rent, fines from the members and to receive any money on behalf of the Company from the Treasury, Court, Office, Bank or Firm by giving receipt for the same and also to make payment after obtaining receipts on behalf of the Company including salaries of employees according to budget estimate and shall be responsible for maintaining proper accounts for the same. He shall collect all dues of the club and grant receipt thereof and make all payments on behalf of the club in conformity with the decision of the Executive Committee and shall keep and maintain or cause to be kept and maintained accurate accounts of the club and of all funds connected with or in any way controlled by it. He shall make arrangement for audit of the accounts and place for the approval of the Executive Committee the audited statement of accounts before the Annual General Meeting. He shall also prepare and place every year before the Executive Committee the annual budget of the club for approval. He shall be responsible for first check over the receipts and expenditures of the Club and he shall sign all vouchers showing the receipts and expenditures of the Club with the Member Administration.
- e) **THE MEMBER CULTURE:** He shall be responsible for holding religious and cultural functions etc. in consultation with Member Administration.
- f) **THE MEMBER SPORTS:** He shall be responsible for holding all kind of Club sports and games etc. in consultation with Member Administration.
- g) **THE MEMBER ENTERTAINMENT & RECREATION:** He shall be responsible for proper maintenance of the Bar, Lounge and Restaurants.
- h) The President with the approval of the Executive Committee shall appoint one paid **Deputy General Manager (DGM)**, Secretary, Assistant Secretary and other officials for managing the day to day administration and affairs of the

club. The President subject to provisions of the Memorandum and Articles of Association shall delegate such powers and responsibilities to the paid Deputy General Manager (DGM), Secretary, Assistant Secretary and other officials if considered necessary for smooth functioning of the club affairs. The paid Deputy General Manager (DGM), Secretary or Assistant Secretary shall be responsible to execute all decisions of the Executive Committee as instructed by the President from time to time. The paid Deputy General Manager (DGM) or the Secretary or Assistant Secretary shall attend all meetings of the Executive Committee for the purpose of recording the minutes or any other purposes as may be considered necessary by the President. The Executive Committee may at its discretion allow the Deputy General Manager (DGM), Secretary and Assistant Secretary to enjoy such facilities of the club at it deems appropriate. All letters/circulars etc of routine nature shall be signed and circulated by the Deputy General Manager (DGM) or the Secretary or / and Assistant Secretary. Only letters of disciplinary nature, addressed to members shall be signed by the President. The Executive Committee shall frame the manual of procedure, financial and administrative and manual of purchase and the Deputy General Manager (DGM), Secretary and Assistant Secretary shall follow the same. The manuals shall also specify the functions and responsibilities of all paid employees, so that the club affairs may be managed in a corporate style.

GENERAL MEETING

25. The official accounting year of the club shall be from 01st January to 31st December and the first general meeting of the Club shall be held within eighteen month from the date of its incorporation. Subsequent general meetings shall be held once in every English calendar year (not being more than fifteen month after last general meeting).
26. The Annual general meeting shall transact the following business:
 - a) Confirm the minutes of the last General Meeting.
 - b) Consideration of the Annual Report of the Executive Committee.
 - c) Adopt and approve of the audited statements of accounts and budget pertaining to the preceding year.
 - d) Appointment of Auditor or Auditors and fix their remuneration.

e) Appointment of 03 (Three) Sub Committees and frame of their rights, powers, authority, remunerations, functions pertaining to Advisory Board, Election Commission and Internal Audit Committee nominating 03 (Three) persons from amongst the members of the Club for each sub committee. There shall have no representation of the Executive Committee to any sub committees.

f) Holding of the election of the Executive Committee,

g) Holding of the election of the Executive Committee will be conducted by the Election Commission provided that the powers and responsibilities of the Executive Committee or Office bearers will be vested on the Advisory Board if no AGM is held within the time.

h) Any other business on the agenda which may be allowed to be discussed with the permission of the Chair.

27. Meetings other than the annual general meeting shall be called 'Extra-ordinary' or 'Special General' meeting and the same may be held at any time and at such place or places as the Executive Committee may deem convenient for the disposal of the business of the club.
28. An Extra-ordinary or Special General Meeting may be held on the requisition to be signed by at least one-fifth or 20% of the voting members as per club membership register specifying clearly the objective of such meeting and the business to be transacted. The President shall upon the requisition having made in writing convene a general meeting of the club within twenty-one days from the date of receipt or such requisition.
29. If the President does not proceed to cause a meeting to be called within 45 days from the date of receipt of requisition made as aforesaid, the requisitioners 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.
30. If the number of members at the time of meeting does not exceed 10 (Ten), the quorum shall be 04 (Four), if they exceed 10 (Ten) there shall be added to the above quorum one for every 05 (Five) additional members. No business shall be transacted in such meetings unless there is a quorum. If no quorum is formed within one hour of the time fixed for the meeting, the meeting, if called on the requisition, shall be dissolved, in any other case, shall stand adjourned to the

same day in following week at the same time and place and if at such adjourned meeting a quorum of members is not present it shall be adjourned sine die.

31. At least fourteen days notice for Annual General Meetings intended to pass ordinary resolutions, and at least twenty-one days notice for an Extra ordinary or Special General Meeting intended to pass any special resolution, specifying the place, time and date of the meeting shall be given to all members of the club. Accidental omission to send such notices to or its non-receipt by any member shall not invalidate the proceedings at such meetings.
32. Every question submitted to a General meeting shall be decided by a majority of the members present and voting at such meeting.
33. Notwithstanding anything contained in Articles 27-32 above, no extra ordinary or special resolution, particularly a resolution seeking amendments to the memorandum of Association or these Articles, shall be deemed to have been passed unless it has received the votes of 20% majority of the members present in person and voting.

BANK ACCOUNT

34. All moneys collected daily on account of subscription and donations, fees, rents, charges, etc shall be deposited in Bank accounts with any Schedule Bank, Foreign Bank, Private Bank, Commercial Banks at home and abroad whenever required in connection with Company's business to be operated and approved by the Executive Committee as follows:
 - a. First of all by the joint signatures of the President and Member Finance.
 - b. Or by the joint signatures of the Vice President and Member Finance in absence of the President.
 - c. Or by the joint signatures of the President and Member Administration in absence of the Member Finance.
 - d. Or by the joint signatures of the Vice President and Member Administration in absence of the President and Member Finance.

Provided however that prior intimation / instruction by the Executive Committee of the company and board resolution for the operation of the Bank Account or to that effect would be given time to time to the concerned bank.

AUDIT

35. Once at least in every year the accounts of the club shall be examined and the correctness of the Balance Sheet and income and expenditure account ascertained by one or more Auditor or Auditors.

COMMON SEAL

36. The seal of the club shall not be used except in pursuance of resolution of the Executive Committee.
37. The documents to which the seal of the Club is affixed shall be signed on behalf of the Club by the President and/or Member (Administration) or Member (Finance) or the secretary, if authorized by the President for the purpose.

SUITS AND PROCEEDINGS

38. The club shall sue and be sued and all applications or legal proceedings on behalf or against the club shall be brought, made and taken in the name of the Executive Committee or in the name of such person or persons as shall be appointed by the Executive Committee for the occasion.

RECORD OF THE MEMBERS

39. The club shall maintain register or registers showing the name, club account number, a passport size photograph, specimen signatures, full address and other particulars of all the members of the club.

REMOVAL OF OFFICE BEARER

40. Disciplinary action against any office bearer or member of the club may be taken by adopting the following procedures. The club bar shall be operated as outlined below:
41. Any office bearer, found to have committed any crime or acted in away which is considered as detrimental to the interest of the club or its general members or found to be guilty of any misconduct, or convicted by a court of law, for criminal offence, shall be asked by the Executive Committee to explain his position in writing within two weeks, specifying the charges brought against him. Having received the explanation, the office bearer concerned shall be given an opportunity, to appear before the Executive Committee in person and present his

case in self defence. If the Executive Committee is not satisfied, it may call an Extra-Ordinary General Meeting of the members for the purpose and remove the member from the Executive and / or from the club membership provided two-third members present in such meeting vote in favour of such resolution. The concerned member shall be given an opportunity to defend his case before the members in such General Meeting.

REMOVAL OF MEMBERS

42. Any member of the club may be expelled from the club or suspended for a period not exceeding six months by the Executive Committee, if he/she is found guilty of misconduct or convicted by a court of law for criminal offence or having committed any act which is considered detrimental to the interest of the club in terms of discipline or reputation of the club or its general members. The member concerned shall be asked by the Executive Committee in writing to explain his/her position regarding the charges framed against him/her, within three weeks of receipt of such letter from the Executive Committee. If found guilty, the member may be suspended for a period not exceeding six months or expelled from the club, depending on the gravity of the offence and as considered appropriate by the Executive Committee. At least seven members of the Executive Committee taking part in the meeting and at least three-fourth members present and voting by secret ballot in favour of such disciplinary action shall be sufficient, provided the member concerned is given an opportunity to defend himself before the Executive Committee in person. Non-participation of the concerned member to defend himself either in writing or in person, shall not bar or desist the Executive Committee from proceedings with the disciplinary action it intends to take against the offender.

CLUB BAR

43. The club shall sue and be sued and all applications or legal proceedings on behalf or against the club shall be brought, made and taken in the name of the Executive Committee or in the name of such person or persons as shall be appointed by the Executive Committee for the occasion.

AMENDMENTS

44. These Articles may be amended by resolution of the members in an Extra Ordinary General Meeting, as provided in section 20 of Companies Act 1994 and for which at least twenty one days notice in writing has been given along with draft of the proposed amendments which is passed by at least a majority of three-fourth the members present and voting, as detailed in section 87 of Companies Act 1994.

WINDING UP

45. 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 afterwards 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 member of the company at or before the time of dissolution and in default thereof by such judge or court as may have or acquire jurisdiction in the matter.

46. Members of the Executive Committee shall not be eligible to enter into any business of profit with the Club.

Drafted By:

M Anwar Hossain
Attorney & Advocate
Hossain Anwar & Co
H-64/2, Amtoli, Mohakhali,
New Airport Road, Dhaka.
Cell-01711624734