

THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)
A NON-LISTED PUBLIC LIMITED COMPANY

MEMORANDUM
&
ARTICLES OF ASSOCIATION
OF
GRAND HERITAGE LIMITED

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THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)
A NON-LISTED PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
GRAND HERITAGE LIMITED

- I. The name of the Company is GRAND HERITAGE LIMITED.
- II. The registered office of the company shall be situated in Bangladesh.
- III. The objects for which the company is established are all or any of the following (all objects will be implemented after obtaining necessary permission from the Government/concerned authority/competent authority before commencement of the business).
- (a) To maintain, operate and manage the Hotel "Heritage Hotel" (currently BEST WESTERN HERITAGE) and/or part thereof whether alone or by means of others or together with them; to Supervise the operation and management of Hotel by the Hotel Operator; to maintain and upgrade the facilities of the Hotel from time to time as per requirement and brand standard of the Hotel Operator; to Carry out hotel business on their own or through a Management Contract with the International Chain Operator (as of now Best Western International Inc.).
 - (b) To let, lease, license, grant possession in the Coral Reef Rahman Heritage Hotel and/or in any part thereof and for this purpose to enter into a contract with any person, company, or other body and to do all these acts both for consideration or without consideration or for consideration of any kind whatsoever if consented by majority of the shareholders.
 - (c) To determine, issue, perform, claim and demand execution, and to supervise the execution of all regulations relating to the organization, management or maintenance of the Hotel, including regulations concerning conduct, manner and form of use, restrictions on use, rights and obligations of persons present on the premises of the hotel both as owners of any part thereof or any person acting on their behalf, and as visitors and hotel guests, employees and any other person on the premises of the hotels and equipment thereof, as well as regulations in the matter of payment, collection and receipt of moneys, income, expenditure, user fees, rent, maintenance and management fees and any other payment and/or receipt of whatsoever nature relating to and concerning the construction, organization, preservation, management and maintenance of the hotel or part thereof.
 - (d) To maintain, operate and/or manage offices, shops and other units designated for tourist facilities in the hotel premises; to organize, maintain, deal in, manage and/or provide any facilities connected with the tourism and hotel industries.
 - (e) To do the acts of sale, exchange, grant lease or any other legal means, to maintain the same or in case of necessity to sell the same, allot or transfer and after transfer and sale to take the responsibility of maintaining the same if consented by majority of the shareholders.
 - (f) To attain the business objectives company may enter into partnership, Joint venture, take over or amalgamate with any other company and also to take loans from Bank/other Financial institutions in such a manner as may company thinks fit if consented by majority of the shareholders.

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

V. The Authorized Share Capital of the Company is TK. 45,31,800.00 (Forty Five Lac Thirty One Thousand & Eight hundred) only divided into 4,53,180.00 (Four Lac Fifty Three Thousand One Hundred & Eighty) ordinary Shares of TK 10 (Ten) each with power to increase or reduce the capital and to divide the shares into different classes and to attach thereto any special right or privileges or conditions as regards dividends, repayment of capital, voting or otherwise or to consolidate or subdivide the shares.

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

Sl. No.	Name	Position	No. of Shares Taken	Signature of Subscribers
	Name: Father's Name: Mother's Name: Address: Date of Birth: E-mail: Phone: TIN:	Chairman		Sd/-
	Name: Father's Name: Mother's Name: Address: Date of Birth: E-mail: Phone: TIN:	Managing Director		Sd/-
	Name: Father's Name: Mother's Name: Address: Date of Birth: E-mail: Phone: TIN:	Director		

Witness 1

Witness 2

THE COMPANIES ACT, 1994
(ACT XVIII OF 1994)
A NON-LISTED PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
GRAND HERITAGE LIMITED

PRELIMINARY

1. The regulations contained in schedule I of the Companies Act, 1994 shall apply to this company with respect to such provision as are applicable to Non-Listed Public Limited Companies so far only as they are not negative or modified by or are not contained in the provisions of the following Articles or any other Articles that may from time to time be framed by the Company.

- (a) As per the agreements and supplementary agreement between Coral Reef Properties Limited (CRPL), Developer and Landowners on 27th July of 2008 (Deed Number 2870), 11th May of 2009 (Deed Number 1957), and 29th of August 2013 (Deed Number 3288) respectively, Coral Reef Rahman Heritage Project was constructed on 52 Decimal Land with a total build area of 226,590 Square Feet (Sft). The establishment has (1) 236 suite rooms of 1,79,325 Sft including proportionate common spaces such as Reception, Lobby, Terrace, Owner's Lounge, Gymnasium, Spa, Green Garden, and Swimming Pool; (2) commercial area of 34,675 Sft including two restaurants, two Banquet Halls, two seminar rooms, executive lounge and one laundry including proportionate common spaces; and (3) 46 car parking of 12,590 Sft. As per the supplementary deed of agreement, landowners were entitled to a total of 83,838sft which includes 4,683 Sft of the Car Parking Area, 12710 Sft of Commercial Area, 66,445 Sft of 86 Suites area, however on the same agreement landowners gave 10 suites of 7625sft to developer for cost of conversation of said building to a 5 star standard hotel. Finally, landowners were entitled to a total of 76,213 Sft which includes 4,683 Sft of the Car Parking Area, 12710 Sft of Commercial Area, 58,820 Sft of 76 Suites area. Additionally, CRPL was finally entitled to 150,377sft which included 7,907 Sft of Car Parking Area, 21,965 Sft of Commercial Area, 120,505Sft of 160 Suites area. The physical location of the project is at 173-01 Bypass Road, Kolatoli Circle, Cox's Bazar-4700. The plan for the said Project was passed on 31st March 2010 followed by the initiation of work on 1st of April 2010. Construction of the Project was completed in June of 2013 which was followed by the supplementary agreement between CRPL and Landowners on the 27th of August 2013 (Deed Number 3288).
- (b) To fund the construction of the Coral Reef Rahman Heritage Project, CRPL applied a new concept namely shared ownership for selling of its portion of the project in the form of Slot by selling suite rooms and all other Commercial spaces by square feet. The Common areas are distributed to the Suite rooms and Commercial areas proportionately as the common saleable facility. The shared ownership was based on channeling all income from all the points of sales of the hotel and its other business affairs to one basket. All expenses including maintenance, depreciation, corporate taxes, and management costs were intended to be deducted from the aggregated income. The resulting profit was intended to be proportionately distributed to all Slot owners/ Owners of 226,590 Square Feet. The hotel was to be managed by a Managing Committee based on ownership and this Managing Committee was to be empowered to search, negotiate and appoint an experienced and reputed hotel management chain or group for delegating running of the hotel operations.
- (c) At the time of selling, CRPL made a deed of agreement with the Slot Owner containing certain features & amenities to be provided as specially mentioned in the Schedule B of the said agreement (Details of the Project). After completion of the project and handing over to the owners, registration was given to Slot Owners per suite room and/or commercial spaces by sale deed as per deed of agreements. The purpose of the sale was distinctly indicated and mentioned in the sale deed as the Slot Owners and CRPL have mutually agreed to convert the aforesaid respective shares in the Studio Apartment and others various spaces of the said Coral Reef Rahman Heritage Project on the schedule land to Residential Flats which will be part of a hotel and is to be known as 'Hotel Heritage'. All shareholders desired this hotel to be operated by an International chain

operator. Accordingly, it was decided to run the hotel through an international chain namely Best Western International Inc. A Professional Service Agreement (PSA) was signed with the Best Western International Inc., Thailand Office on 26th October of 2014 to run the hotel. The Coral Reef Rahman Heritage Project was handed over to all owners to operate it as a hotel at the handover ceremony at RAOWA Mohakhali, DOHS Dhaka on 6th December 2014. At the handover ceremony, an ad hoc committee was formed to elect members of the management committee from the slot owner's portion headed by 14 members. Ad-hoc committee formed an election commission to run the said election process and circulated the Terms of Reference (TOR) of the election in the daily newspaper Prothom Alo on 8th January 2015. As such, the election was conducted on 14th March of 2015, and Six (6) members were elected for the management committee of the hotel. The management committee was formed by 6 members from slot owners, 3 members from landowners, and 2 members from CRPL. The elected representatives of the slot owners, landowners, and CRPL handed over the management of the hotel to Best Western International Inc. in December of 2015. The Best Western chain started to test run the hotel on 24th December of 2015. Unfortunately, due to divergent opinions as regards managing and operating the hotel between Slot Owners, Landowners, and CRPL, the hotel did not operate at full capacity for long. Resultantly On 28th April of 2016, the hotel was shut down. During this closure, the hotel suffered a catastrophic loss due to the lack of maintenance at that time which happened to be the rainy season. Along with the losses, the Hotel Heritage Project also had outstanding bills to paid to suppliers and other creditors, and as such Best Western International Inc. cancelled the management agreement with the Hotel Heritage Project.

- (d) On 17th June of 2016, CRPL, Landowner, and Slot Owners all together through a tripartite meeting agreed to re-open the hotel as soon as possible to avoid anticipated losses due to closure and assigned CRPL to take the responsibility and to handover the management to Best Western International Inc. CRPL re-launched the hotel on 4th July of 2016 and started to run its operations. Unfortunately, Landowners induced complications in running the hotel and took legal action against the Hotel Operation. CRPL handled the issues and as a result, the matters of contentions brought by Landowners were finally resolved in October of 2018.
- (e) CRPL bought the Landowner's portion (by taking a sizable loan from Standard Bank Limited). CRPL and Management board also requested Best Western International Inc. India which by now has been assigned jurisdiction over Bangladesh to resume the management of the Heritage Hotel. As per the request, Best Western International Inc. agreed, and a new management agreement was signed on 9th March of 2019 during their visit to Heritage Hotel Project. Best Western International Inc. then provided a Project Implementation Plan (PIP) which was required for the new Best Western Chain Requirement and Fire & Life Safety Regulations. According to the given Project implementation Plan (PIP), Grand Heritage Limited (GHL) took necessary steps on behalf of the owners (as per mandate given in the clause 'Purpose of the Transfer' of sale agreement between slot owners and CRPL). Accordingly, the first phase of PIP requirements of the works were completed by taking loan from different sources (well-meaning persons, vendors, service providers etc.) during the COVID-19 pandemic. The works were completed under guidance and intensive supervision of Best Western International Inc. and the cooperation of the elected representatives of Slot Owners. Finally, CRPL & GHL handed over the hotel to Best Western International Inc. for operations on 19th October of 2021.
- (f) As mentioned in the sale deed between CRPL and Slot Owners, this business is a Joint Venture with many owners. CRPL, Slot Owners and the elected representatives of the Slot Owners decided to incorporate all the slot owners in a non-listed public limited company named Grand Heritage Limited through which the Hotel and its respective business affairs will be managed.
- (g) It is unanimously and legally recognized that Hotel Heritage is owned by many Owners i.e.; Slot Owners who have 136,982sft and CRPL which has 89,608sft of ownership as of 30th June 2022. As such no individual or a group of owners or a third party assigned or prompted by an individual or group of owners can conduct business, management, and operations related to Best Western Heritage Hotel on their own accord. Revenues and Income will be generated from Room Rents,

- Restaurant Business, Laundry Service and Banquet Bookings and will be deposited to one basket to be distributed to the owners in square feet ownership basis after deduction of all operational expenses, costs, maintenance, depreciation, taxes, financial benefits of Owners etc.
- (h) All income from the hotel and its other business affairs will be wholly deposited in the bank accounts of GHIL the non-listed Public Limited company. However, this income is the collective income of all owners of the hotel and not of GHIL. Grand Heritage Limited as a standard procedure will deduct all expenses, corporate tax, financial benefits of Owners and its management costs. The resulting profit will be distributed proportionately to all owners as per Square Feet (Sft) of ownership after keeping 5% for development and 2% for management of GHIL and paying dividend to GHIL shareholders for which a separate account will be maintained by GHIL.
- (i) All owners will be proportionate shareholders in the Grand Heritage Limited as per their Square Feet Ownership. Grand Heritage Limited Share, Best Western Heritage Hotel Slot Ownership and the entitled land thereof under the said slot ownership cannot be sold or transferred separately. If a slot owner wishes to sell/transfer his/her/their share of Hotel Heritage, he/she/they must also sell the rights and privileges of the slot ownership connected to the share.
- (j) Slot Owners must abide by 'Slot Owners User SOP'. The 'Slot Owners User SOP' to stay or use the hotel by slot owners currently in vogue will to be reviewed by Board of Directors of Grand Heritage Ltd periodically after every two years and when the extra-ordinary circumstances necessitate it. However, this would need to be approved in the Extra-Ordinary General Meeting (EGM) / Annual General Meeting (AGM).
- (k) GHIL NON-LISTED PUBLIC COMPANY BY SHARES will be the successor company of current GHIL- a PRIVATE LIMITED COMPANY BY SHARES.
- (l) No shareholders shall be entitled to do anything detrimental to the interest of the hotel and its business branding including make defamatory statement against any company shareholder and director in public and social electronic and print media without first taking up his/her/their complains / grievances in question through proper channel with GHIL board or in EGM (Extra-Ordinary General Meeting) or AGM (Annual General Meeting). The complainant or the aggrieved shareholder will bring the matter in writing to the GHIL board which in turn will investigate or inquire the matter/issue/grievance either themselves or by a committee headed by a nominated board member and two other shareholders. The committee will address the issue, find the truth or validness of the grievance / complaint and recommend what action / actions are to be taken to redress those. GHIL board will consider the recommendation(s) and take necessary step to resolve the issue/ grievance. The outcome will be informed to the aggrieved/ complainant. In case it is a collective matter it may be placed for approval by majority vote in an EGM/AGM. Such issues will be included as agenda point in EGM/AGM. In case a shareholder or a group of shareholders violate this modality and goes public the GHIL board will form a committee in the same manner as above to address this and recommend disciplinary action which will be executed by the GHIL board after approval by majority votes in an EGM/AGM. Standing instruction and procedure namely "Standing Instructions and SOP for Maintenance of Discipline and Conduct of Share Holders" is to be prepared and instituted by GHIL board having obtained its approval in EGM/AGM.

INTERPRETATION

2. In these presents unless there is anything repugnant in the subject or context. The Company means GRAND HERITAGE LIMITED. The Act means the Companies Act, XVIII of 1994 for the time being in force in Bangladesh. The Office means the registered office of the Company for the time being. The Director means the Director of the Board of Directors of the Company for the time being. The Board means the Board of the company for the time being. The Managing Director means the Managing Director of the company. The Chairman means the Chairman of the Company.

3. The Registrar means the Registrar of Joint Stock Companies, Bangladesh. Month means calendar month according to English calendar. The Seal means the common seal of the company. Word signifying the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and word importing person shall include companies, corporation and Sangstha.
4. The Name of 'Hotel Heritage' appearing in different documents and licenses as "Coral Reef Rahman Heritage", "Rahman Heritage", "Heritage Hotel", "Grand Heritage Limited", "Best Western Pus Heritage" and currently prefix by the name of the International chain operator Best Western as "Best Western Heritage" for all legal, statutory and general purpose would mean one and the same.

NON-LISTED PUBLIC COMPANY

5. The Company is a Non-listed Public Company Limited by Shares within meaning of Section 2(1) under clause (r) of the Companies Act, 1994 and accordingly no invitation shall be issued to the public to subscribe for any share, or debenture of the Company. The minimum limit of its member is 7 and the right to the transfer of shares of the Company shall not be restricted in the manner & to the extent hereinafter appearing.

BUSINESS

6. The business of the Company shall include all or any of the several objects expressed in the Memorandum of Association and accordingly-
 - a) to operate the Hotel Rahman Heritage (presently Best Western Heritage) ensuring participatory management of all Owners, Slot owners and CRPL based on their Square feet (sft) ownerships;
 - b) to attain all licenses for the hotel operations;
 - c) to open bank account/ accounts as needed and transact on behalf of the hotel;
 - d) to appoint preferably an international chain operator for the operation of the hotel;
 - e) to distribute financial benefits to slot owners and other owners (CRPL) as per the Sft ownership;
 - f) to act on behalf of the owner of Hotel Heritage for the betterment of the Hotel;
 - g) to ensure all the statutory compliance on behalf of the hotel.

SHARE CAPITAL & Call

7. The Authorized Share Capital of the Company is TK. 45,31,800.00 (Forty Five Lac Thirty One Thousand & Eight hundred) divided into 4,53,180.00 (Four Lac Fifty Three Thousand One Hundred & Eighty) ordinary Shares of TK 10 (Ten) each with power to increase or reduce the capital and to divide the shares for the time being into several classes and attach thereto such qualified or special rights, privileges and conditions as may be determined by the Company and to vary, modify or abrogate any such rights, privileges and conditions in such manner as may from time to time be provided by the regulations of the Company and to consolidate or sub-divide the share and issue shares of higher or lower denomination.

7A. The minimum subscription upon which the Directors shall proceed with allotment of shares shall be Tk. 500.00(Taka Five Hundred).

7B. The shares of the Company shall be held by Coral Reef Properties Limited or its representative and the Slot Owners of the "Hotel Heritage".

7C. The paid-up capital of TK. 45,31,800.00 (Forty-Five Lac Thirty-One Thousand & Eight hundred) ordinary shares of Tk. 10.00 each of the Company shall be subscribed by the shareholders.

8. The shares shall be under the control of the Board of Directors who will allot or otherwise dispose the shares, according to the decision arrived at a meeting of the Board of Directors in accordance with the provisions of the Articles of Association; Every person while applying for shares in the company shall specify his or her/ their name/ names, address and occupation to be entered in the register of members, such address shall be deemed for all purposes to be his or her or their place of residence and the company shall not be responsible to any member for non-receipt of dividends or for other matters due to change of address of such member unless the change of address of such members is notified to the company in writing. The joint holder of shares shall be jointly as well as separately liable for payment of all calls and installments on respect of such shares.

8A. The Share shall be distributed in accordance with following manner as per current ownership proportion as of 30th June 2022 as under: -

Particulars	No of Share	Taka Per Share	Paid up capital
Total no of Share (226590sft x 2)	453,180.00	10	45,31,800.00
CRPL (89,608sft x 2)	179,216.00	10	17,92,160.00
Slot Owners (136982sft x 2)	273,964.00	10	27,39,640.00

- (a) Total number of shares will be $226,590 \times 2.00 = 453,180.00$ nos (per square feet times 2.00 shares)
(b) Per share price is Tk 10. Total paid up capital will be Tk 45,31,800.00/- ($453,180.00 \times 10$);
(c) Slot owners will get shares as per individual per sft ownership. Such as, 50sft owner will get 100 (50 x 2) shares.

8B. Share percentage of Slotowners and CRPL will be determined at the end of each financial year and before/ ahead of the AGM. A committee composed of slotowners and representative of CRPL is to be formed to determine this. CRPL shall extend all co-operation to this end.

9. Every member shall be entitled to one certificate for the shares registered in his/her/their name or at the discretion of the Directors to several certificates, each for one or more of such shares. Every person whose name is entered as a member in the Register shall without payment be entitled to a certificate under the common seal of the Company specifying the shares held by him/her/they provided that, in respect of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a share certificate to any one of several joint holders shall be sufficient delivery to all.

SHARE CERTIFICATE

10. The certificate or title to the share will be issued under the common seal of the company and shall bear the signature of at least two Directors or the Managing Director alone. If a share certificate is defaced, lost or destroyed it may be reissued on payment of Tk. 50/= only and on such terms as the Board of Directors may think fit.

TRANSFER AND TRANSMISSION OF SHARES

11. The instrument of transfer of any share in the company shall be executed both by the transferor and transferee and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof. The transfer of shares shall be restricted so that no shareholder shall be entitled to transfer any share or shares of the company without the previous sanction of the directors of the company expressed by a resolution passed at a meeting of the Board of Directors of the company or by an instrument or instruments in writing signed by all of the Directors of the Company.

12. Share transfer fee of Taka 1,000/- (one thousand) only per 100 shares is to be paid by shareholder / slot owner to GHIL account incase he/she/they want to sell his/her/their share/shares. No transfer of share less than the equivalent value of slot will be allowed.
13. Provided that, the foregoing provisions shall not apply where any transfer of shares of the company is required takes place, or is being effected (1) in favour of the persons vested (whether by testamentary instrument, court order or otherwise by law) with legal authority to deal with the property of a deceased shareholder or (2) if to grant or refuse to grant the consent aforesaid would contravene the provisions of any instrument or instruments in writing signed by all of the shareholders of the company if notice of such instrument or instruments has been previously delivered to the company. Words herein contained importing the singular number only shall include the plural and vice versa and words herein contained importing one gender only shall include all genders.
14. The shares of each share-holder shall transmit on his/her/their death to his her or their heiress or other legal representative and executors or administrators of a deceased share- holder.
15. The Directors may decline to register share to any new person or persons whom they do not approve and for any reason which may appear to them just and proper and the directors need not disclose or assign any reason for their refusal to register any transfer of shares. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transferee. No share can be mortgaged, pledged or hypothecated by any member to a non-member without the previous written sanction of the Board. The legal heirs, nominee, executors or administrators of a deceased holder shall be the only persons to be recognized by the Directors as having title to the shares subject to satisfactory evidence being produced. In case of shares registered in the name of two or more holders, the survivors and the executors of the deceased shall be the only persons to be recognized by the Company as having any title to the shares.

BORROWING POWERS

16. The Managing director may from time to time with the approval of the Board of Directors borrow from any source any sum of money not exceeding Taka Ten lacks only required for the purpose of the company and secure the payment or re-payment of such money so borrowed in such manner and upon such terms and conditions in all respects as the things fit and in particular by the issue of debenture of this company or endorsing on behalf of the company promissory notes, bills of exchange or giving or issuing any other security of the company or by mortgage, hypothecation or charge on all or any part of the property of the company both present and future including its uncalled capital for the time being with the prior approval of the Board of Directors. However, such actions taken are to be intimated to the shareholders in the AGM. Any sum required to be borrowed exceeding the above will need approval in EGM/AGM.
17. The First General Meeting of the company shall be held within 18 (eighteen) months from the date of, the incorporation of the company and thereafter one in every calendar year at such time (not being 15 months after holding of the last preceding General Meeting) and place as may be prescribed by the Directors from time to time. The above mentioned General Meeting shall be called Ordinary General Meeting and all other meetings shall be called Extra Ordinary General Meeting. The Directors may, whenever they think fit, call an Extraordinary General Meeting, which shall also be called on such requisition in accordance with the provisions of Section 84 of the Act. General Meetings, whether ordinary or extraordinary, of the Company shall be held in accordance with the Act and these Articles.

PROCEEDING AT GENERAL MEETING

18. Subject to the provisions of Section 87 (2) of the Act relating to Special Resolution, at least 21 (twenty one) days notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in case of Special business, the general nature of that business shall be given to the members. An Annual General meeting can be called by 14 (fourteen) days' notice. With the consent of all Members entitled to receive notice of a General Meeting or to attend and vote at any such meeting, a General Meeting may be convened by a shorter notice.
19. The accidental omission to give any such notice as mentioned above or non-receipt of notice by a member shall not invalidate the proceedings or resolutions passed at any General Meeting. A General Meeting may, with the consent of all the Members, be called by a shorter notice and in such manner as the Members think fit. The Board of Directors or Managing Director whenever think fit and necessary may call Extra-Ordinary General Meeting at such time and place as they or he may think fit. The Chairman and Managing Director of the company shall preside over all General Meeting. In case of absence of both the Chairman and the Managing Director, any other Director may be proposed to be elected as Chairman for the said meeting and seconded by one other Director of the Company present in the meeting. He/ She then shall preside over that particular General Meeting.

QUORUM (AGM)

20. Three Hundred (300) Shareholders and One Hundred and Fifty (150) Shareholders personally present shall form the quorum of AGM/EGM respectively, unless otherwise determined by the company. No business shall be transacted at any General Meeting unless quorum of members is present at the time when the meeting proceeds to transact business. The Representative as stated under Section 86 of the Companies Act, 1994 if within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday then to the next business day following such holiday) at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
21. Subject to any special rights and restrictions as to voting on a show hands every member present in person and entitled to vote shall have one vote and upon a poll every member present in person or by proxy or power of attorney or as a representative of a Shareholder shall have one vote in respect of every ordinary share held by him or her. On a poll, vote may be given either personally or by proxy or under power of attorney or by a representative appointed under section 86 of Companies Act, 1994. Subject to the approval of the Board of Directors or the Managing Director in writing a person may act as proxy who may vote on a poll.
22. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing. The instrument appointing the Proxy to be deposited at the Office or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

23. A person entitled the transmission clause to the transfer of shares may vote at any General Meeting in respect thereof in the same manner as if he was the Registered holder of such shares provided that 72 hours at least before the time for holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors or Managing Director about his rights as transferee of such shares unless the Board of Directors or the Managing Director shall have previously admitted his right to vote at such meeting in respect thereof.

DIRECTORS

24. Unless otherwise determined by the company in General Meeting the number of directors shall be 7 (Seven). Three (03) directors shall be nominated from Coral Reef Properties limited and four (04) directors shall be elected from the slot owners of the Hotel Heritage (currently BEST WESTERN HERITAGE). There will be an election in every two years to elect the directors from the slot owner shareholders. CRPL will not be entitled to vote in the election of the slot owner directors. From second Board onwards CRPL will have one Director on the board per 14.28% ownership of the Hotel and the remaining from the slot owners. This will be determined by the same committee as in Clause (8B). If the ownership of CRPL falls below 14.28% their status will be considered as that of the Slot Owner. At this time CRPL may allocate their remaining slot ownership to several persons but not less than one slot per person with notification to GHIL. These persons will be eligible like any Slot Owner to contest for the post of Director in the Board of Directors of GHIL and vote in the election.
25. In the event a vacancy occurs in the Board by reason of the death, resignation or disqualification of a Director such vacancy shall be filled by the vote of the remaining Directors still constituting a quorum or, if no quorum exists, by the shareholders at a General Meeting called for that purpose. A Director elected or appointed to fill a vacancy caused by the death, resignation or disqualification of a Director shall be elected or appointed only for the unexpired term of such predecessor Director in office.
26. Until otherwise determined by the Company's General Meeting the qualification of a Director shall be the holder of at least 100 shares in his personal name and not jointly with any other or others relaxable in the case of Director representing interest holding shares of the requisite value.
27. The office of a Director shall become vacant: -
- a) if the Director ceases to hold qualification share to be a director by virtue of the Act;
 - b) if the Director becomes bankrupt or doesn't have Credit Information Bureau (CIB) clearance;
 - c) if the Director resigns his office by giving notice in writing to the Company and to all the Members;
 - d) if the Director absents himself from three consecutive meeting of the Directors or from all meetings of the Directors for a continuous period of three months, whichever is the longer, without leave of absence from the Board of Directors;
 - e) if the Director is found to be person of unsound mind by a Court of Competent Jurisdiction, or; by a competent hospital
 - f) if convicted by the court of law
28. According to the Principle of the Companies Act outlines the statutory duties & responsibilities of company directors are as follows:
- a) Duty to act within directors' powers as a company director
 - b) Duty to promote the success of the company
 - c) Duty to exercise independent judgment
 - d) Duty to exercise reasonable care, skill and diligence
 - e) Duty to avoid conflicts of interest

- f) Duty not to accept benefits from third parties
- g) Duty to declare interest in proposed transaction or arrangement with the company
- h) Keep good accounting records from which accounts can be prepared to give a true and fair representation of the financial position of the company.
- i) Must submit accurate company accounts, and file them on time with Companies House.
- j) Must submit corporation tax return (Form CT600) to HMRC and pay any tax liabilities due.
- k) Must deal with the correct payment of staff– including the deduction of income tax and national insurance contributions, where they apply.
- l) Must trade solvently, ensuring that you are able to meet the financial liabilities of the director's business.
- m) The directors are responsible for completing and filing a Confirmation Statement every year. The Confirmation Statement replaced the old Annual Return in July.
- n) To produce and maintain a register of Persons with Significant Control (also known as a "PSC register"). The PSC Register must be filed, as part of the Confirmation Statement, with Companies House annually.
- o) To submit forms to Companies House to notify of any changes in the particulars of company director(s) or company secretary.
- p) Notify Companies House if you change your registered company address.
- q) The Directors are to always act in the interests of the company shareholders.

CHAIRMAN

- 29. The Chairman shall be nominated and elected from Coral Reef Properties Limited (CRPL) and Slot Owners of the Coral Reef Rahman Heritage Hotel respectively by rotation. This shall be applicable till CRPL holds minimum 14.28% shares. The first Chairman of the company will be from CRPL.
- 30. Unless otherwise determined by the Company in a General Meeting the Chairman shall not be entitled to receive any remuneration.

MANAGING DIRECTOR

- 31. The Managing Director shall be nominated and elected from Coral Reef Properties Limited (CRPL) and Slot Owners of the Coral Reef Rahman Heritage Hotel respectively by rotation. This shall be applicable till CRPL holds minimum 14.28% of shares. Unless otherwise determined by the company in a General Meeting Director shall not be entitled to receive any remuneration. The first Managing Director (MD) will be from the Slot Owner Shareholders.
- 32. Subject to the control and supervision of the Board of Directors, the Managing Director shall have the power to control over the management of the business of the company with full power to do all acts, matters and things deemed necessary, proper and expedient for carrying on the day to day business of the Company. Subject to the control and supervision of the Board of Directors, the Managing Director shall have the power to make and sign all contracts to the business of the Company including contracts for sales and purchases and contracts for leases of property. However, in case of lease of property approval would be needed of the majority of the shareholders present through vote in EGM/AGM. Subject to the control and supervision of the Board of Directors, the Managing Director shall have the power to have the engagement and dismissal of managers, other officers, assistants, clerks, agents and special services and to determine their authorities and duties and to fix their authorities and to fix their remunerations.

33. Subject to the control and supervision of the Board of Directors, the Managing Director shall have the full power to draw, sign, accept, endorse and negotiate, on behalf of the company, all bills of exchange, promissory notes, cheques, government papers and securities and all other instruments as shall necessary, proper and expedient for carrying on the business of the company. Subject to the control and supervision of the Board of Directors, the Managing Director shall have the full power to sign all receipt for money paid to the company and all vouchers of payment made by the company and such signature shall be an effectual discharge for the money's therein stated to have been received or paid. All the power, authority and discretion of the Board of Directors of the Company except as those which are otherwise stated by the Companies Act 1994 or by these presents are expressly directed to be exercised by the Board of Directors collectively or by the shareholders in General Meeting.

REMUNERATION OF DIRECTORS

34. There shall be no remuneration payable to the directors including the chairman and the managing director for the services rendered by them in their capacity. They will be entitled to Board Meeting Fee at the rate practiced by such public companies or as laid down by the shareholders through AGM from time to time.

PROCEEDINGS AT BOARD MEETING

35. The Board shall meet as frequently as the Board shall determine, but not less than four times a year to conduct the business of the Company. Meetings of the Board shall be held at such locations as the Board may determine from time to time. No meeting of the Board will be held unless at least seven (7) days notice has been given to each Director; provided, that such meeting may be held upon shorter notice if such notice is waived in writing by all of the Directors. Notices of meetings of the Board shall be deemed properly given if transmitted in the same manner as is authorized for any notice or in any manner as may be permitted by the Laws of Bangladesh or by the Articles of Association of the Company.
36. Resolution by circulation in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or affirmed by them through telex or facsimile or electronic or internet transmission and annexed or attached to the Directors' minute book shall be as valid and effectual as if it had been passed at meeting of the Directors duly convened and held. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more of the Directors. Such a mode of passing a resolution by the Board will be considered as good as a proper meeting.
37. The Company shall have power to hold Board or Committee meetings through the means of video or tele-conferencing and also to allow Directors to participate in the Board or Committee meetings through the means of video or tele-conferencing and such participation shall constitute presence in person at such meeting. The decision of video or tele-conferencing should be confirmed by facsimile or e-mail or through internet which should be maintained on records/register to meet the requirement of the Act. The Chairman and Managing Director of the company whoever is present shall preside over the meeting of Board of Directors. In case of absence of both a Director present may be proposed to be elected as Chairman for the said meeting and is seconded by one other Director of the Company present in the meeting he/ she then shall preside over that particular meeting of the Board of Directors.

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QUORUM (BOARD MEETING)

39. Four (4) directors physically present will form a quorum for transaction of business at any General Meeting and a meeting of the Board of Directors in the event quorum is not achieved within half ($\frac{1}{2}$) an hour of the scheduled time, the meeting of the Board of Directors shall stand adjourned to any date not less than seven (7) days from the date of the adjourned meeting of the Board, provided that the Board may agree to adjourn for any shorter period. The Managing Director may at any time convene the meeting of the Board of Directors, but when any other Director desires to convene the meeting, he/she shall give notice of this intention to the Managing Director who shall proceed to convene the meeting within three weeks from the date of notice.

POWER AND DUTIES OF BOARD

40. The business of the company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the company and who may exercise all such powers of the company as are not forbidden by the Companies Act, 1994 or any statutory modifications thereof for the time being in force or by the Articles required to be exercised by the company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the company in General Meeting but not such regulation made by the company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
41. The Directors shall have powers to make such rules and regulations for the management of the business and property of the Company as they shall from time to time think proper and shall carry on the business of the Company in such a manner as they may think most expedient. However, in case of change or deletion of any major rule(s) or regulation(s) it would need approval in EGM/ AGM.
42. The Directors may also establish any committees or working committees for managing the affairs of the Company, either in Bangladesh or elsewhere, and may appoint any persons to be members or such committees or working committees, and may fix their remuneration and may delegate to such committees or working committee such powers, authorities and discretions, as vested in the Directors, with power to sub-delegate, and may authorize the members of any committee or working committee, or any of them' to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no such person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
43. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
44. The Managing Director shall have powers of the general management of the business and all other affairs of the company with power to do all acts, matters and things deemed necessary and expedient for the purpose of carrying on the business of the company. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the Managing Director shall have the powers as mentioned in clause 32 & 33.

45. The power of the Board is (a) To generally manage all concerns and affairs of the company, appoint all technical and non-technical staff, employees and labors and remove them and fix up salaries, commission or wages and to sanction and spent the preliminary expenses of the company, with the approval of the Board of Directors; (b) To borrow or raise sums of money by loan or otherwise or mortgage or hypothecation, on such securities and terms as he may deem fit and is duly approved in EGM/ AGM and execute sign, seal or deliver any necessary documents, or do any other act on that behalf subject to the approval of the Board;. (c) To demand, sue for giving effect or all receipts and discharges all kinds of convenient arrangement or conditions, to take proceedings- civil, criminal or otherwise to recover such debts, money, rent dues, damage, and compensation in respect of sub bench; (d) To purchase or otherwise acquire for the company any property, rights or privileges such as the company is authorized to acquire at such price and generally on such terms and conditions as he thinks fit.; (e) To establish Branch offices, agencies and sub-agencies in any part of Bangladesh or elsewhere on such terms as he thinks fit and close the same; (f) To open any bank account with any scheduled Bank or Banks or any other financial institutions and the account to be operated as per resolution of Board of Directors; (g) To purchase, sell, exchange or otherwise dispose of absolutely or conditionally any moveable property for the purpose and subject to approval by the Board of Directors; (h) To settle ,compound, submit or seek arbitration and compromise and to withdraw all actions demands whatsoever whether arising in any legal proceeding or not; (i) To invest the reserve fund of the company or to dispose of the same on behalf of the company in such manner as may be deemed fit and proper as decided by the Board of Directors; (j) To give donation/subscription to public or for useful objectives; k) To entitle complementary benefits to the Slot/ Suite / Space Owners as per existing agreements and company policy or polices enunciated in EGM/ AGM. (l) To audit execution of documents before any registrar or sub-Registrar either executed by the company or by Directors and to conduct and detained any case before him or them; (m) To sign and verify plaint, written statements, petition, Wokatlatnama authorizing legal practitioners to act on behalf of the company in all Courts or revenue authority and generally to do all other acts and things for and on behalf of the company; (n) To grant power of attorney, general or special on behalf of the company to any person or persons or to any company and have full powers and authority to appoint one or more substitute, to do execute and perform all or any such matters or things aforesaid on behalf of the company subject to written approval of the Board of Directors.

BANK ACCOUNT

46. The company shall open Bank Account(s) with the Commercial Bank or Banks or any other financial institutions and such account(s) shall be operated as per resolution of Board of Directors.
47. There shall be cheque signatories which will be 2 (Two) out of the 3 (Three) of the following: 1) Chairman, 2) Managing director, 3) One of the slot owner shareholder Director of the Company where one signatory shall be nominated by Coral Reef Properties Ltd.
48. A separate bank account will be operated with a commercial bank for management of finances of GHIL as mentioned before. Above signatories (46) will be signatories to operate this bank account.

NOTICE

49. A notice may be given by the Company to any Member either personally or by sending it by post to the Member at his address as mentioned in the Register of Members or by advertisement in any local newspaper. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and unless contrary is proved, the service thereof would be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.

GHL MANAGEMENT COST AND DIVIDEND

50. 2% (Two Percent) of the hotel profit after deduction of corporate tax will be allocated for managing financial expenditure of GHIL and for providing dividend to the shareholders of GHIL. Dividend will be paid to shareholders after deducting the management cost of GHIL from the allocated money. This account will also be an audited account.
51. The Directors shall cause to keep proper books or account as provided by Companies Act, 1994. The Directors agree that, irrespective of any other requirements, and to the extent permitted by law, the Company shall appoint external Auditors. The first Auditors of the Company shall be appointed by the Board of Directors. An Auditor or Auditors shall be appointed and his or their duties be regulated in accordance with section 210 to 213 of the Companies Act, 1994 or any statutory modification thereof for the time being in force. The Directors agree that the accounts of the Company shall be prepared in accordance with the provisions of the Companies Act, 1994 and they would present the audited accounts and directors report about the Company in General Meeting and submit such report to the concerned authority as per the requirement of the Companies Act, 1994.

COMMON SEAL

52. The Company will maintain one or more seals as required and ensure safe custody of those. It will be the responsibility of the Managing Director and persons detailed by him to ensure the above.

SECRECY

53. Every Director, manager, officer, auditor or any person in employment of the company shall strictly maintain business secrecy of the company. No information of the company that may come to the knowledge of the above-named persons for being involved in the company's business or functions shall be disclosed by them unless they are directed by the company or any court or necessitated for any special reason.

INDEMNITY

54. The Directors and other officers or employee of the Company shall be indemnified for all losses and expenses incurred by him/her or them in discharging any responsibility for and on behalf of the Company if the same is incurred not by the willful negligence or fault of him/her/them; Or in connection with any application under Section 396 of the Act in which relief is granted to him by the Court; if the Director, officers or other employees of the Company expend any money or sustain any loss in the course of discharging his/her/their responsibilities, he/she/they shall be indemnified by the Company and be paid in cash from the fund of the Company. The above indemnification will be subject to the approval of the Board of Directors.
55. Every Director, Managing Director, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgments is given in his favor or in which he is acquitted or in connection with any application under the Act- in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

WINDING UP

56. The Company shall be wound up as if deems necessary and is approval in the EGM/ AGM it should be done as per the procedure given in the companies Act 994 and it shall wound up the surplus assets of the Company first in the payment of capital in the shares and the excess, if any, shall be distributed among the members in proportion to the number of shares held by them respectively at the commencement of the winding up.
57. Subject to the provisions of Section 102 of the Companies Act 1994, every officer of the Company including Managing Director and every Director shall be indemnified out of the assets of the Company from and against all costs, losses and expenses which they or any of them may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except such, if any, as they may incur or sustain by or through their own willful neglect, default, breach of duty or breach of trust. Subject to the provisions of Section 102 of the Companies Act 1994.
58. The Managing Director and every Director and all officers and servants of the Company shall be liable only for such money as he shall receive and he shall not be answerable for the acts or defaults of any other officer or servant or for any loss damage or misfortune whatever which shall happen in the execution of duties of his office unless the same happens through his own willful act, neglect or default.

ARBITRATION

59. Any dispute or difference arising between the Members of the Company or between the Company and any Member, or any dispute or difference of any kind whatsoever or sort arising out of and/or concerning and/or in connection with and/or in consequence of or relating to the Company or these Articles which cannot be resolved amicably shall be settled on reference to arbitration pursuant to the Arbitration Act, 2001. The venue for the arbitration shall be Dhaka and the English language shall be the language in the arbitral proceedings. The number of arbitrators shall be two and appointed by the Members of the Company respectively and the said arbitrators shall jointly appoint an additional arbitrator to be the chairman of the arbitral tribunal. Any arbitration award given pursuant to this Article shall be final.