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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

MINISTRY OF INDUSTRIES AND COMMERCE

Jute Division

NOTIFICATIONS

Dhaka, the 8th November, 1983

No. S. R. O. 431-L/83/JD/A-1/TJM/82.—Whereas notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Delta Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. Delta Jute Mills Limited, namely :—

- (1) throughout the Articles of Association, unless otherwise provided:
 - (a) for the word "Rupees" the word "Taka" shall be substituted;
 - (b) for the word "rupees" the word "taka" shall be substituted;
 - (c) for the word "Rs" the word "Tk" shall be substituted; and
 - (d) for the word "Pakistan" the word "Bangladesh" shall be substituted;

(7571)

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- (2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be *substituted*, namely :—

"GOVERNMENT" means the Government of the People's Republic of Bangladesh;

"BIPARTITE AGREEMENT" means the bipartite Agreement entered into by the Company with the Government on 30th January, 1983;

"TRIPARTITE AGREEMENT" means the tripartite Agreement executed on 30th January, 1983 among the Company, the Government and the Bangladesh Jute Mills Corporation;

- (3) for Article 3 the following shall be *substituted*, namely :—

"3. The Agreement among the Industrial Development Corporation, established under the E.P. Ordinance No. XXXVII of 1962, M/s. Delta Agencies Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement.";

- (4) Articles 6 and 7 shall be *omitted*;
- (5) in Article 8, the words "representing the Associates and the Corporation" shall be *omitted*;
- (6) in Article 22, for the figure "10" the figure "8" shall be *substituted*;
- (7) in Article 43, the words and figures "the provision to Articles 6 and 7 of" shall be *omitted*;
- (8) in Article 47, for the words "representing the Associates and the Corporation" the word "Government" shall be *substituted*;
- (9) in Article 58, the brackets and words "(irrespective of class)" shall be *omitted*;
- (10) in Article 62, for the words, figures and comma "Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company " the words "The Company" shall be *substituted*;
- (11) for Article 67 the following shall be *substituted*, namely :—

"67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or

redeemable debentures or debenture stock of the company, both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged the Directors may raise or secure the payment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent.”;

- (12) in article 73, the words “but this Article shall not be operative so far as the Industrial Bank is concerned” shall be *omitted*;
- (13) in Article 77, for the words “If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before” the words “Subject to the provisions of Article 67, if any uncalled capital of the Company” shall be *substituted*;
- (14) in Article 78, for the words “payment of Industrial Banks instalments” the words “discharge of the liabilities specified in the bipartite and tripartite Agreement” shall be *substituted*;
- (15) in Article 89, the words “who shall be a Director nominated by the Corporation” shall be *omitted*;
- (16) in Article 94, for the words “has been demanded” the words “has been demanded shall be taken forthwith” shall be *substituted*;
- (17) in Article 101 for the words “if his attorney” the words “his attorney” shall be *substituted*;
- (18) in Article 104, for the words “Special Proxy” the word “proxy” shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely :—

“Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.”;

- (20) in Article 113, in clause (i), the words “or a Director nominated by the Corporation” shall be *omitted*;
- (21) for Article 122, the following shall be *substituted*, namely:—

“122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.”;

- (22) in Article 124, for the words “Industrial Bank” the word “Government”, shall be *substituted*;

(23) in Article 125—

(a) *for* the word “Corporation”, occurring twice, the word “Government” shall be *substituted*; and

(b) the words and the comma “on such removal the office become vacant, shall be deemed to be casual vacancy” shall be *omitted*;

(24) in Article 126—

(a) *for* the words “vacancy Director” the words “vacating Director” shall be *substituted*; and

(b) *for* the word “Corporation”, occurring twice, the word “Government” shall be *substituted*;

(25) Article 128 shall be *omitted*;

(26) *for* Article 129, the following shall be *substituted*; namely:—

“129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.”;

(27) in Article 130, *for* the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

(28) in Article 131, *for* the comma and the word “subject” a full-stop and the word “subject” shall be *substituted*;

(29) in Article 132, the words “nominated by the Corporation” shall be *omitted*;

(30) in Article 134, the words “a Director representing the Associates or” shall be *omitted*;

(31) in Article 141,—

(a) *for* the words “debentures held by Industrial Bank”, wherever occurring, the words “discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;

(b) in clause (o), *for* the words “Industrial Bank during the time the loan of Industrial Bank is subsisting” the words “Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting” shall be *substituted*; and

- (c) in clause (t), for the words "Industrial Bank" the word "Government" shall be *substituted*;
- (32) in Article 143, the comma and the words "two being the nominees of the Corporation and one that of the Associates" shall be *omitted*;
- (33) Article 144 shall be *omitted*;
- (34) in Article 145, the following shall be *added* as second paragraph of that Article, namely:
- "The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.";
- (35) in Article 147, for the words "debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government" shall be *substituted*;
- (36) in Article 189, for the words "Industrial Bank in case loan of Industrial Bank is subsisting till then" the words "the Government" shall be *substituted*;
- (37) in Article 191, the comma and words, "provided that Industrial Bank nominees shall have a right in this regard" shall be *omitted*;
- (38) in Article 192, for the words "rights of the Industrial Bank till the said debentures are not paid off" the words "liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (39) in Article 193, for the words "Industrial Bank dues are paid off first in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*; and
- (40) in Article 194, for the words "Industrial Bank's loan under the debentures are paid of in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*;
- (41) after Article 194, the following new Article shall be *added*, namely:

"195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full."

No. S.R.O. 432-L/83/JD/A-1/TJM/82.—Whereas Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Ajax Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Articles of Association of M/s. Ajax Jute Mills Limited, namely :—

- (1) throughout the Articles of Association, unless otherwise provided:
 - (a) for the word "Rupees" the word "Taka" shall be *substituted*;
 - (b) for the word "rupees" the word "taka" shall be *substituted*;
 - (c) for the word "Rs" the word "Tk" shall be *substituted*; and
 - (d) for the word "Pakistan" the word "Bangladesh" shall be *substituted*;
- (2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be *substituted*, namely :—

"GOVERNMENT" means the Government of the People's Republic of Bangladesh;

"BIPARTITE AGREEMENT" means the bipartite Agreement entered into by the Company with the Government on 9th December, 1982;

"TRIPARTITE AGREEMENT" means the tripartite Agreement executed on 9th December, 1982 among the Company, the Government and the Bangladesh Jute Mills Corporation;
- (3) for Article 3 the following shall be *substituted*, namely:—

"3. The Agreement among the Industrial Development Corporation, established under the E. P. Ordinance No. XXXVII of 1962, M/s. Ajax Commercial Corporation Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement.";
- (4) Articles 6 and 7 shall be *omitted*;
- (5) in Article 8, the words "representing the Associates and the Corporation" shall be *omitted*;
- (6) in Article 22, for the figure "10" the figure "8" shall be *substituted*;
- (7) in Article 43, the words and figures "the provision to Articles 6 and 7 of" shall be *omitted*;

- (8) in Article 47, for the words "representing the Associates and the Corporation" the word "Government" shall be *substituted*;
- (9) in Article 58, the brackets and words "(irrespective of class)" shall be *omitted*;
- (10) in Article 62, for the words, figures and comma "Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company" the words "The Company" shall be *substituted*;
- (11) for Article 67 the following shall be *substituted*, namely :—

"67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent." ;

- (12) in article 73, the words "but this Article shall not be operative so far as the Industrial Bank is concerned" shall be *omitted*;
- (13) in Article 77, for the words "If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before" the words "Subject to the provisions of Article 67, if any uncalled capital of the Company" shall be *substituted*;
- (14) in Article 78, for the words "payment of Industrial Banks instalments" the words "discharge of the liabilities specified in the bipartite and tripartite Agreement" shall be *substituted*;
- (15) in Article 89, the words "who shall be a Director nominated by the Corporation" shall be *omitted*;
- (16) in Article 94, for the words "has been demanded" the words "has been demanded shall be taken forthwith" shall be *substituted*;
- (17) in Article 101, for the words "if his attorney" the words "his attorney" shall be *substituted*;
- (18) in Article 104, for the words "Special Proxy" the words "proxy" shall be *substituted*;

- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely :—

“Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest, The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.”;

- (20) in Article 113, in clause (i), the words “or a Director nominated by the Corporation” shall be *omitted*;

- (21) for Article 122, the following shall be *substituted*, namely:—

“122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.”;

- (22) in Article 124, for the words “Industrial Bank” the word “Government” shall be *substituted*;

- (23) in Article 125—

(a) for the word “Corporation”, occurring twice, the word “Government” shall be *substituted*; and

(b) the words and the comma “on such removal the office become vacant, shall be deemed to be casual vacancy” shall be *omitted*;

- (24) in Article 126—

(a) for the words “vacancy Director” the words “vacating Director” shall be *substituted*; and

(b) for the word “Corporation”, occurring twice, the word “Government” shall be *substituted*;

- (25) Article 128 shall be *omitted*;

- (26) for Article 129, the following shall be *substituted*, namely:—

“129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.”;

- (27) in Article 130, for the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

- (28) in Article 131, *for* the comma and the word "subject" a full-stop and the word "subject" shall be *substituted*;
- (29) in Article 132, the words "nominated by the Corporation" shall be *omitted*;
- (30) in Article 134, the words "a Director representing the Associates or" shall be *omitted*;
- (31) in Article 141,—
- (a) *for* the words "debentures held by Industrial Bank", wherever occurring, the words "discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (b) in clause (o), *for* the words "Industrial Bank during the time the loan of Industrial Bank is subsisting" the words "Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting" shall be *substituted*; and
- (c) in clause (t), *for* the words "Industrial Bank" the word "Government" shall be *substituted*;
- (32) in Article 143, the comma and the words "two being the nominees of the Corporation and one that of the Associates" shall be *omitted*;
- (33) Article 144 shall be *omitted*;
- (34) in Article 145, the following shall be *added* as second paragraph of the Article, namely:—
- "The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.";
- (35) in Article 147, *for* the words "debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government" shall be *substituted*;
- (36) in Article 189, *for* the words "Industrial Bank in case loan of Industrial Bank is subsisting till then" the words "the Government" shall be *substituted*;
- (37) in Article 191, the comma and words, "provided that Industrial Bank nominees shall have a right in this regard" shall be *omitted*;
- (38) in Article 192, *for* the words "rights of the Industrial Bank till the said debentures are not paid off" the words "liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (39) in Article 193, *for* the words "Industrial Bank dues are paid off first in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*; and

(40) in Article 194, for the words "Industrial Bank's loan under the debentures are paid of in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be substituted;

(41) after Article 194, the following new Article shall be added, namely:—

"195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full."

No. S.R.O. 433-L/83/JD/A-1/TJM/82.—Whereas the Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Co-operative Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. Co-operative Jute Mills Limited, namely:—

(1) throughout the Articles of Association, unless otherwise provided:—

(a) for the word "Rupees" the word "Taka" shall be substituted;

(b) for the word "rupees" the word "taka" shall be substituted;

(c) for the word "Rs" the word "Tk" shall be substituted; and

(d) for the word "Pakistan" the word "Bangladesh" shall be substituted;

(2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be substituted, namely:—

"GOVERNMENT" means the Government of the People's Republic of Bangladesh;

"BIPARTITE AGREEMENT" means the bipartite Agreement entered into by the Company with the Government on 30th November 1982;

"TRIPARTITE AGREEMENT" means the tripartite Agreement executed on 30th November, 1982, among the Company, the Government and the Bangladesh Jute Mills Corporation;

(3) for Article 3 the following shall be substituted, namely:—

"3. The Agreement among the Industrial Development Corporation, established under the E.P. Ordinance No. XXXVII of 1962, M/s. Eastern Co-operative Jute Mills Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was

promptly and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement.”;

- (4) Articles 6 and 7 shall be *omitted*;
- (5) in Article 8, the words “representing the Associates and the Corporation” shall be *omitted*;
- (6) in Article 22, for the figure “10” the figure “8” shall be *substituted*;
- (7) in Article 43, the words and figures “the provision to Articles 6 and 7 of” shall be *omitted*;
- (8) in Article 47, for the words “representing the Associates and the Corporation” the word “Government” shall be *substituted*;
- (9) in Article 58, the brackets and words “(irrespective of class)” shall be *omitted*;
- (10) in Article 62, for the words, figures and comma “Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company” the words “The Company” shall be *substituted*;
- (11) for Article 67 the following shall be *substituted*, namely :—

“67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company, both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent.”;

- (12) in article 73, the words “but this Article shall not be operative so far as the Industrial Bank is concerned” shall be *omitted*;
- (13) in Article 77, for the words “If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before” the words “Subject to the provisions of Article 67, if any uncalled capital of the Company” shall be *substituted*;
- (14) in Article 78, for the words “payment of Industrial Banks instalments” the words “discharge of the liabilities specified in the bipartite and tripartite Agreement” shall be *substituted*;

- (15) in Article 89, the words "who shall be a Director nominated by the Corporation" shall be *omitted*;
- (16) in Article 94, for the words "has been demanded" the words "has been demanded shall be taken forthwith" shall be *substituted*;
- (17) in Article 101, for the words "if his attorney" the words "his attorney" shall be *substituted*;—
- (18) in Article 104, for the words "Special Proxy" the words "proxy" shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely :—

"Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them."

- (20) in Article 113, in clause (i), the words "or a Director nominated by the Corporation" shall be *omitted*;
- (21) for Article 122, the following shall be *substituted*, namely:—

"122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.";

- (22) in Article 124, for the words "Industrial Bank" the word "Government" shall be *substituted*;

- (23) in Article 125—

(a) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*; and

(b) the words and the comma "on such removal the office become vacant, shall be deemed to be casual vacancy" shall be *omitted*;

- (24) in Article 126—

(a) for the words "vacancy Director" the words "vacating Director" shall be *substituted*; and

(b) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*;

- (25) Article 128 shall be *omitted*;

(26) for Article 129, the following shall be *substituted*, namely:—

“129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.”;

(27) in Article 130, for the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

(28) in Article 131, for the comma and the word “subject” a full-stop and the word “subject” shall be *substituted*;

(29) in Article 132, the words “nominated by the Corporation” shall be *omitted*;

(30) in Article 134, the words “a Director representing the Associates or” shall be *omitted*;

(31) in Article 141,—

(a) for the words “debentures held by Industrial Bank”, wherever occurring, the words “discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;

(b) in clause (o), for the words “Industrial Bank during the time the loan of Industrial Bank is subsisting” the words “Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting” shall be *substituted*; and

(c) in clause (t), for the words “Industrial Bank” the word “Government” shall be *substituted*;

(32) in Article 143, the comma and the words “two being the nominees of the Corporation and one that of the Associates” shall be *omitted*;

(33) Article 144 shall be *omitted*;

(34) in Article 145, the following shall be *added* as second paragraph of that Article, namely:—

“The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.”;

(35) in Article 147, for the words “debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government” shall be *substituted*;

- (36) in Article 189, for the words "Industrial Bank in case loan of Industrial Bank is subsisting till then" the words "the Government" shall be *substituted*;
- (37) in Article 191, the comma and words, "provided that Industrial Bank nominees shall have a right in this regard" shall be *omitted*;
- (38) in Article 192, for the words "rights of the Industrial Bank till the said debentures are not paid off" the words "liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (39) in Article 193, for the words "Industrial Bank dues are paid off first in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*; and
- (40) in Article 194, for the words "Industrial Bank's loan under the debentures are paid of in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*;
- (41) after Article 194, the following new Article shall be *added*, namely:—

"195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full."

No S.R.O. 434-L/83/JD/A-1/TJM/82.—Whereas Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Star Alkaid Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. Star Alkaid Jute Mills Limited, namely:—

- (1) throughout the Articles of Association, unless otherwise provided:
- (a) for the word "Rupees" the word "Taka" shall be *substituted*;
- (b) for the word "rupees" the word "taka" shall be *substituted*;
- (c) for the word "Rs" the word "Tk" shall be *substituted*; and
- (d) for the word "Pakistan" the word "Bangladesh" shall be *substituted*;
- (2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be *substituted*, namely:—
- "GOVERNMENT" means the Government of the People's Republic of Bangladesh;

“BIPARTITE AGREEMENT” means the bipartite Agreement entered into by the Company with the Government on 13th January 1983;

“TRIPARTITE AGREEMENT” means the tripartite Agreement executed on 13th January 1983 among the Company, the Government and the Bangladesh Jute Mills Corporation;

(3) for Article 3 the following shall be *substituted*, namely :—

“3. The Agreement among the Industrial Development Corporation, established under the E.P. Ordinance No. XXXVII of 1962, Star Shipping Lines Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement.”;

(4) Articles 6 and 7 shall be *omitted*;

(5) in Article 8, the words “representing the Associates and the Corporation” shall be *omitted*;

(6) in Article 22, for the figure “10” the figure “8” shall be *substituted*;

(7) in Article 43, the words and figures “the provision to Articles 6 and 7 of” shall be *omitted*;

(8) in Article 47, for the words “representing the Associate and the Corporation” the word “Government” shall be *substituted*;

(9) in Article 58, the brackets and words “(irrespective of class)” shall be *omitted*;

(10) in Article 62, for the words, figures and comma “Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company” the words “The Company” shall be *substituted*;

(11) for Article 67 the following shall be *substituted*, namely :—

“67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company, both present or future including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent.”;

- (12) in article 73, the words "but this Article shall not be operative so far as the Industrial Bank is concerned" shall be *omitted*;
- (13) in Article 77, for the words "If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before" the words "Subject to the provisions of Article 67, if any uncalled capital of the Company" shall be *substituted*;
- (14) in Article 78, for the words "payment of Industrial Banks instalments", the words "discharge of the liabilities specified in the bipartite and tripartite Agreement" shall be *substituted*;
- (15) in Article 89, the words "who shall be a Director nominated by the Corporation" shall be *omitted*;
- (16) in Article 94, for the words "has been demanded" the words "has been demanded shall be taken forthwith" shall be *substituted*;
- (17) in Article 101, for the words "if his attorney" the words "his attorney" shall be *substituted*;
- (18) in Article 104, for the words "Special Proxy" the words "proxy" shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely :—

"Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.";

- (20) in Article 113, in clause (i), the words "or a Director nominated by the Corporation" shall be *omitted*;
- (21) for Article 122, the following shall be *substituted*, namely—

"122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.";

- (22) in Article 124, for the words "Industrial Bank" the word "Government" shall be *substituted*;
- (23) in Article 125—
- (a) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*; and
- (b) the words and the comma "on such removal the office become vacant, shall be deemed to be casual vacancy" shall be *omitted*;

(24) in Article 126—

(a) for the words “vacancy Director” the words “vacating Director” shall be *substituted*; and

(b) for the word “Corporation”, occurring twice, the word “Government” shall be *substituted*;

(25) Article 128 shall be *omitted*;

(26) for Article 129, the following shall be *substituted*, namely:—

“129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.”;

(27) in Article 130, for the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

(28) in Article 131, for the comma and the word “subject” a full-stop and the word “subject” shall be *substituted*;

(29) in Article 132, the words “nominated by the Corporation” shall be *omitted*;

(30) in Article 134, the words “a Director representing the Associates or” shall be *omitted*;

(31) in Article 141,—

(a) for the words “debentures held by Industrial Bank”, wherever occurring, the words “discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;

(b) in clause (o), for the words “Industrial Bank during the time the loan of Industrial Bank is subsisting” the words “Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting” shall be *substituted*; and

(c) in clause (t), for the words “Industrial Bank” the word “Government” shall be *substituted*;

(32) in Article 143, the comma and the words “two being the nominees of the Corporation and one that of the Associates” shall be *omitted*;

(33) Article 144 shall be *omitted*;

- (34) in Article 145, the following shall be *added* as second paragraph of that Article, namely:—

“The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.”;

- (35) in Article 147, *for* the words “debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government” shall be *substituted*;
- (36) in Article 189, *for* the words “Industrial Bank in case loan of Industrial Bank is subsisting till then” the words “the Government” shall be *substituted*;
- (37) in Article 191, the comma and words, “provided that Industrial Bank nominees shall have a right in this regard” shall be *omitted*;
- (38) in Article 192, *for* the words “rights of the Industrial Bank till the said debentures are not paid off” the words “liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;
- (39) in Article 193, *for* the words “Industrial Bank dues are paid off first in full” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full” shall be *substituted*; and
- (40) in Article 194, *for* the words “Industrial Bank’s loan under the debentures are paid of in full” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full” shall be *substituted*;
- (41) *after* Article 194, the following new Article shall be *added*, namely:—

“195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full.”.

No. S.R.O. 435-L/83/JD/A-1/TJM/82.—Whereas Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Sattar Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. Sattat Jute Mills Limited namely:—

- (1) throughout the Articles of Association, unless otherwise provided:

(a) *for* the word “Rupees” the word “Taka” shall be *substituted*;

- (b) for the word "rupees" the word "taka" shall be *substituted*;
- (c) for the word "Rs" the word "Tk" shall be *substituted*; and
- (d) for the word "Pakistan" the word "Bangladesh" shall be *substituted*;
- (2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be *substituted*, namely :—
- "GOVERNMENT" means the Government of the People's Republic of Bangladesh;
- "BIPARTITE AGREEMENT" means the bipartite Agreement entered into by the Company with the Government on 30th November, 1982;
- "TRIPARTITE AGREEMENT" means the tripartite Agreement executed on 30th November, 1982 among the Company, the Government and the Bangladesh Jute Mills Corporation;
- (3) for Article 3 the following shall be *substituted*, namely :—
- "3. The Agreement among the Industrial Development Corporation established under the E.P. Ordinance No. XXXVII of 1962, M/s. Rangpur Industries Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement.";
- (4) Articles 6 and 7 shall be *omitted*;
- (5) in Article 8, the words "representing the Associates and the Corporation" shall be *omitted*;
- (6) in Article 22, for the figure "10" the figure "8" shall be *substituted*;
- (7) in Article 43, the words and figures "the provision to Articles 6 and 7 of" shall be *omitted*;
- (8) in Article 47, for the words "representing the Associates and the Corporation" the word "Government" shall be *substituted*;
- (9) in Article 58, the brackets and words "(irrespective of class)" shall be *omitted*;
- (10) in Article 62, for the words, figures and comma "Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company " the words "The Company" shall be *substituted*;

- (11) for Article 67 the following shall be *substituted*, namely :—

“67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company, both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be though prudent.”;

- (12) in article 73, the words “but this Article shall not be operative so far as the Industrial Bank is concerned” shall be *omitted*;
- (13) in Article 77, for the words “If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before” the words “Subject to the provisions of Article 67, if any uncalled capital of the Company” shall be *substituted*;
- (14) in Article 78, for the words “payment of Industrial Bank’s instalments”, the words “discharge of the liabilities specified in the bipartite and tripartite Agreement” shall be *substituted*;
- (15) in Article 89, the words “who shall be a Director nominated by the Corporation” shall be *omitted*;
- (16) in Article 94, for the words “has been demanded” the words “has been demanded shall be taken forthwith” shall be *substituted*;
- (17) in Article 101, for the words “if his attorney” the words “his attorney” shall be *substituted*;
- (18) in Article 104, for the words “Special Proxy” the words “proxy” shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely:—

“Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.”;

- (20) in Article 113, in clause (i), the words “or a Director nominated by the Corporation” shall be *omitted*;

(21) for Article 122, the following shall be *substituted*, namely:—

“122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.”;

(22) in Article 124, for the words “Industrial Bank” the word “Government” shall be *substituted*;

(23) in Article 125—

(a) for the word “Corporation”, occurring twice, the word “Government” shall be *substituted*; and

(b) the words and the comma “on such removal the office become vacant, shall be deemed to be casual vacancy” shall be *omitted*;

(24) in Article 126—

(a) for the words “vacancy Director” the words “vacating Director” shall be *substituted*; and

(b) for the word “Corporation”, occurring twice, the word “Government” shall be *substituted*;

(25) Article 128 shall be *omitted*;

(26) for Article 129, the following shall be *substituted*, namely:—

“129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.”;

(27) in Article 130, for the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

(28) in Article 131, for the comma and the word “subject” a full-stop and the word “subject” shall be *substituted*;

(29) in Article 132, the words “nominated by the Corporation” shall be *omitted*;

(30) in Article 134, the words “a Director representing the Associates or” shall be *omitted*;

- (31) in Article 141,—
- (a) for the words “debentures held by Industrial Bank”, wherever occurring, the words “discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;
 - (b) in clause (o), for the words “Industrial Bank during the time the loan of Industrial Bank is subsisting” the words “Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting” shall be *substituted*; and
 - (c) in clause (t), for the words “Industrial Bank” the word “Government” shall be *substituted*;
- (32) in Article 143, the comma and the words “two being the nominees of the Corporation and one that of the Associates” shall be *omitted*;
- (33) Article 144 shall be *omitted*;
- (34) in Article 145, the following shall be *added*, as second paragraph of that Article, namely:—
- “The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.”;
- (35) in Article 147, for the words “debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government” shall be *substituted*;
- (36) in Article 189, for the words “Industrial Bank in case loan of Industrial Bank is subsisting till then” the words “the Government” shall be *substituted*;
- (37) in Article 191, the comma and words, “provided that Industrial Bank nominees shall have a right in this regard” shall be *omitted*;
- (38) in Article 192, for the words “rights of the Industrial Bank till the said debentures are not paid off” the words “liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;
- (39) in Article 193, for the words “Industrial Bank dues are paid off first in full” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full” shall be *substituted*; and
- (40) in Article 194, for the words “Industrial Bank’s loan under the debentures are paid of in full” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full” shall be *substituted*;

(41) after Article 194, the following new Article shall be added, namely:—

“195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full.”.

No. S.R.O. 436-L/83/JD/A-1/TJM/82.—Whereas Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. A.K. Khan Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. A.K. Khan Jute Mills Limited, namely :—

(1) throughout the Articles of Association, unless otherwise provided:—

(a) for the word “Rupees” the word “Taka” shall be substituted;

(b) for the word “rupees” the word “taka” shall be substituted;

(c) for the word “Rs” the word “Tk” shall be substituted; and

(d) for the word “Pakistan” the word “Bangladesh” shall be substituted;

(2) in Article 2, for the definitions of “THE CORPORATION”, “ASSOCIATION” and “INDUSTRIAL BANK” the following definitions shall respectively be substituted, namely :—

“GOVERNMENT” means the Government of the People’s Republic of Bangladesh;

“BIPARTITE AGREEMENT” means the bipartite Agreement entered into by the Company with the Government on 31st January, 1983;

“TRIPARTITE AGREEMENT” means the tripartite Agreement executed on 31st January, 1983 among the Company, the Government and the Bangladesh Jute Mills Corporation;

(3) for Article 3 the following shall be substituted, namely :—

“3. The Agreement among the Industrial Development Corporation established under the E.P. Ordinance No. XXXVII of 1962, M/s. A.K. Khan and Company Limited and the erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement”;

- (4) Articles 6 and 7 shall be *omitted*;
- (5) in Article 8, the words "representing the Associate and the Corporation" shall be *omitted*;
- (6) in Article 22, for the figure "10" the figure "8" shall be *substituted*;
- (7) in Article 43, the words and figures "the provision to Articles 6 and 7 of" shall be *omitted*;
- (8) in Article 47, for the words "representing the Associates and the Corporation" the word "Government" shall be *substituted*;
- (9) in Article 58, the brackets and words "(irrespective of class)", shall be *omitted*;
- (10) in Article 62, for the words, figures and comma "Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company" the words "The Company" shall be *substituted*;
- (11) for Article 67 the following shall be *substituted*, namely :—

"67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipertite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company, both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent.";
- (12) in article 73, the words "but this Article shall not be operative so far as the Industrial Bank is concerned" shall be *omitted*;
- (13) in Article 77, for the words "If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before" the words "Subject to the provisions of Article 67, if any uncalled capital of the Company" shall be *substituted*;
- (14) in Article 78, for the words "payment of Industrial Bank's, instalments", the words "discharge of the liabilities specified in the bipartite and tripartite Agreement" shall be *substituted*;
- (15) in Article 89, the words "who shall be a Director nominated by the Corporation" shall be *omitted*;
- (16) in Article 94, for the words "has been demanded" the words "has been demanded shall be taken forthwith" shall be *substituted*;

- (17) in Article 101, for the words "if his attorney" the words "his attorney" shall be *substituted*;
- (18) in Article 104, for the words "Special Proxy" the words "proxy" shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely:—

"Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.";

- (20) in Article 113, in clause (i), the words "or a Director nominated by the Corporation" shall be *omitted*;
- (21) for Article 122, the following shall be *substituted*, namely:—

"122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.";

- (22) in Article 124, for the words "Industrial Bank" the word "Government" shall be *substituted*;
- (23) in Article 125—

(a) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*; and

(b) the words and the comma "on such removal the office becomes vacant, shall be deemed to be casual vacancy" shall be *omitted*;

- (24) in Article 126—

(a) for the words "vacancy Director" the words "vacating Director" shall be *substituted*; and

(b) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*;

- (25) Article 128 shall be *omitted*;

- (26) for Article 129, the following shall be *substituted*, namely:—

"129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.";

- (27) in Article 130, for the first sentence the following shall be *substituted*, namely:—

“130. Subject to the provisions of Section 91B of the Companies Act, 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.”;

- (28) in Article 131, for the comma and the word “subject” a full-stop and the word “subject” shall be *substituted*;

- (29) in Article 132, the words “nominated by the Corporation” shall be *omitted*;

- (30) in Article 134, the words “a Director representing the Associates or” shall be *omitted*;

- (31) in Article 141,—

(a) for the words “debentures held by Industrial Bank”, wherever occurring, the words “discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement” shall be *substituted*;

(b) in clause (o), for the words “Industrial Bank during the time the loan of Industrial Bank is subsisting” the words “Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting” shall be *substituted*; and

(c) in clause (t), for the words “Industrial Bank” the word “Government” shall be *substituted*;

- (32) in Article 143, the comma and the words “two being the nominees of the Corporation and one that of the Associates” shall be *omitted*;

- (33) Article 144 shall be *omitted*;

- (34) in Article 145, the following shall be *added* as second paragraph of that Article, namely:—

“The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.”;

- (35) in Article 147, for the words “debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank” the words “liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government” shall be *substituted*;

- (36) in Article 189, for the words “Industrial Bank in case loan of Industrial Bank is subsisting till then” the words “the Government” shall be *substituted*;

- (37) in Article 191, the comma and words, “provided that Industrial Bank nominees shall have a right in this regard” shall be *omitted*;

- (38) in Article 192, for the words "rights of the Industrial Bank till the said debentures are not paid off" the words "liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (39) in Article 193, for the words "Industrial Bank dues are paid off first in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*; and
- (40) in Article 194, for the words "Industrial Bank's loan under the debentures are paid of in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*;
- (41) after Article 194, the following new Article shall be *added*, namely:—

"195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full."

No. S.R.O. 437-L/83/JD/A-1/TJM-82.—Whereas Notification under clause (3) of Article 4 of the Bangladesh Industrial Enterprises (Nationalisation) Order, 1972 (P.O. No. 27 of 1972), has since been issued to omit M/s. Alijan Jute Mills Limited from the First Schedule to the said Order;

Now, therefore, in exercise of the powers conferred by sub-clause (b) of the aforesaid Order, the Government is pleased to make the following consequential changes in the Article of Association of M/s. Alijan Jute Mills Limited, namely :—

- (1) through out the Articles of Association, unless otherwise provided:—
- (a) for the word "Rupees" the word "Taka" shall be *substituted*;
- (b) for the word "rupees" the word "taka" shall be *substituted*;
- (c) for the word "Rs" the word "Tk" shall be *substituted*; and
- (d) for the word "Pakistan" the word "Bangladesh" shall be *substituted*;
- (2) in Article 2, for the definitions of "THE CORPORATION", "ASSOCIATION" and "INDUSTRIAL BANK" the following definitions shall respectively be *substituted*, namely :—

"GOVERNMENT" means the Government of the People's Republic of Bangladesh;

"BIPARTITE AGREEMENT" means the bipartite Agreement entered into by the Company with the Government on 30th November, 1982;

"TRIPARTITE AGREEMENT" means the tripartite Agreement executed on 30th November, 1982 among the Company, the Government and the Bangladesh Jute Mills Corporation;

(3) for Article 3 the following shall be substituted, namely :—

“3. The Agreement among the Industrial Development Corporation, established under the E.P. Ordinance No. XXXVII of 1962, M/s. Haji Mohd. Fakir Chand and Sons Limited and erstwhile Industrial Development Bank of Pakistan is the basis on which the Company was promoted and registered on the 25th day of July, 1963, and accordingly the Company shall adopt the said Agreement and carry the same into the effect with or without modifications and shall be bound by the terms and condition of the same to the extent it is not contrary to the provisions of the bipartite Agreement and the tripartite Agreement”;

(4) Articles 6 and 7 shall be omitted;

(5) in Article 8, the words “representing the Associate and the Corporation” shall be omitted;

(6) in Article 22, for the figure “10” the figure “8” shall be substituted;

(7) in Article 43, the words and figures “the provision to Articles 6 and 7 of” shall be omitted;

(8) in Article 47, for the words “representing the Associates and the Corporation” the word “Government” shall be substituted;

(9) in Article 58, the brackets and words “(irrespective of class)” shall be omitted;

(10) in Article 62, for the words, figures and comma “Subject to the provisions of Articles 6 and 7 of the Articles of Association of the Company, the company” the words “The Company” shall be substituted;

(11) for Article 67 the following shall be substituted, namely :—

“67. The Directors shall raise or secure the discharge of the liabilities the Company took over by bipartite Agreement and tripartite Agreement by creation of mortgage or charge on the undertaking of the whole of the property of the company, both present or future, including its uncalled capital or by the issue of bonds perpetual or redeemable debentures or debenture stock of the company, both present or future, including its uncalled capital for the time being and after the capital for the time being and after the aforesaid liabilities are discharged, the Directors may raise or secure the repayment of any sum or liability in such manner and upon such security over the assets of the Company as may be thought prudent.”;

(12) in article 73, the words “but this Article shall not be operative so far as the Industrial Bank is concerned” shall be omitted;

- (13) in Article 77, for the words "If any uncalled capital of the Company after the debentures in favour of the Industrial Bank are paid off and not before" the words "Subject to the provisions of Article 67, if any uncalled capital of the Company" shall be *substituted*;
- (14) in Article 78, for the words "payment of Industrial Banks instalments" the words "discharge of the liabilities specified in the bipartite and tripartite Agreement" shall be *substituted*;
- (15) in Article 89, the words "who shall be a Director nominated by the Corporation" shall be *omitted*;
- (16) in Article 94, for the words "has been demanded" the words "has been demanded shall be taken forthwith" shall be *substituted*;
- (17) in Article 101, for the words "if his attorney" the words "his attorney" shall be *substituted*;
- (18) in Article 104, for the words "Special Proxy" the words "proxy" shall be *substituted*;
- (19) in Article 106, for the second paragraph the following shall be *substituted*, namely:—
 "Provided that so long as the Government shall hold shares in the capital of the Company, the Government shall have the right to nominate Directors in proportion to its share holding interest. The Directors nominated by the Government shall be *ex-officio* Directors and the provisions relating to rotation of Directors shall not apply to them.";
- (20) in Article 113, in clause (i), the words "or a Director nominated by the Corporation" shall be *omitted*;
- (21) for Article 122, the following shall be *substituted*, namely:—
 "122. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.";
- (22) in Article 124, for the words "Industrial Bank" the word "Government" shall be *substituted*;
- (23) in Article 125—
 (a) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*; and
 (b) the words and the comma "on such removal the office becomes vacant, shall be deemed to be casual vacancy" shall be *omitted*;
- (24) in Article 126—
 (a) for the words "vacancy Director" the words "vacating Director" shall be *substituted*; and

(b) for the word "Corporation", occurring twice, the word "Government" shall be *substituted*;

(25) Article 128 shall be *omitted*;

(26) for Article 129, the following shall be *substituted*, namely :—

"129. The Managing Director shall be elected by the Board of Directors and shall hold office for a period of five years with option to continue for further terms of another five years. The Managing Director shall be the Chief Executive of the Company and shall receive such emoluments as shall be fixed by the Board of Directors.";

(27) in Article 130, for the first paragraph the following shall be *substituted*, namely:—

"130. Subject to the provisions of Section 91B of the Companies Act 1913, and until otherwise determined by the Company, three Directors including one Government nominated Director shall form the quorum for the meeting of the Board of Directors.";

(28) in Article 131, for the comma and the word "subject" a full-stop and the word "subject" shall be *substituted*;

(29) in Article 132, the words "nominated by the Corporation" shall be *omitted*;

(30) in Article 134, the words "a Director representing the Associates or" shall be *omitted*;

(31) in Article 141,—

(a) for the words "debentures held by Industrial Bank", wherever occurring, the words "discharge of liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;

(b) in clause (o), for the words "Industrial Bank during the time the loan of Industrial Bank is subsisting" the words "Government during the time the liabilities specified in the bipartite Agreement and the tripartite Agreement is subsisting" shall be *substituted*; and

(c) in clause (t), for the words "Industrial Bank" the word "Government" shall be *substituted*;

(32) in Article 143, the comma and the words "two being the nominees of the Corporation and one that of the Associates" shall be *omitted*;

(33) Article 144 shall be *omitted*;

(34) in Article 145, the following shall be *added* as second paragraph of that Article, namely:—

"The Company may exercise the powers conferred by Section 91 of the Act, and such powers shall accordingly be vested in the Directors.";

- (35) in Article 147, for the words "debentures of Industrial Bank are paid or without the prior approval and consent of Industrial Bank" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged or without prior approval and consent of the Government" shall be *substituted*;
- (36) in Article 189, for the words "Industrial Bank in case loan of Industrial Bank is subsisting till then" the words "the Government" shall be *substituted*;
- (37) in Article 191, the comma and words, "provided that Industrial Bank nominees shall have a right in this regard" shall be *omitted*;
- (38) in Article 192, for the words "rights of the Industrial Bank till the said debentures are not paid off" the words "liabilities specified in the bipartite Agreement and the tripartite Agreement" shall be *substituted*;
- (39) in Article 193, for the words "Industrial Bank dues are paid off first in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*; and
- (40) in Article 194, for the words "Industrial Bank's loan under the debentures are paid of in full" the words "liabilities specified in the bipartite Agreement and tripartite Agreement are discharged in full" shall be *substituted*;
- (41) after Article 194, the following new Article shall be *added*, namely:—

"195. Notwithstanding anything contained in these Articles, the Company shall act as per the provisions of the bipartite Agreement and tripartite Agreement till the liabilities specified in those Agreements are discharged in full."

By order of the
Chief Martial Law Administrator

M. A. WAHEED
Joint Secretary.