

**MEMORANDUM OF ASSOCIATION**

**AND**

**ARTICLE OF ASSOCIATION**

**OF**

**BANGLADESH SEED ASSOCIATION**

(Incorporated in Bangladesh under section 28 of the companies Act-1994)

# MEMORANDUM OF ASSOCIATION

## BANGLADESH SEED ASSOCIATION

(A Company Limited by Guarantee Registered under section 28 of the companies Act-1994)

1. The name of the Association shall be “ BANGLADESH SEED ASSOCIATION”
2. The Registered office of the Association shall be situated in Bangladesh.
3. The objects for which the Association is established are:-
  - i) To promote and protect & safeguard the common interest to its members at home and abroad;
  - ii) To watch over and protect the general trading interests in every sphere of the seed business in Bangladesh or any part thereof and the interests of persons engaged in the seed trade in Bangladesh;
  - iii) To enlighten and help the farmers and others in the safe and economic use of seeds, planting materials etc;
  - iv) To foster the responsible and safe production, marketing and use of seeds with due regard for the interest to the community and of the environment;
  - v) To promote or oppose legislative and other matters affecting the seed trade and production.
  - vi) To collect and circulate statistics and other information relating to the seed trade and production.
  - vii) To adjust controversies between members of the Association;
  - viii) To establish just and equitable principles in the seed trade;
  - ix) To form a code or codes of practices to simplify and facilitate transaction of deal in seed and planting materials.
  - x) To communicate with Trade Associations and other mercantile and public bodies throughout the World and concert and promote measures for the protection of the seed trade and persons engaged therein and specially in matters touching the interests of Members of the Association.
  - xi) To acquire by purchase, or otherwise, lands building or other property, movable or immovable, which the Association, for the purposes thereof, may from time to time think proper to acquire;
  - xii) To sell, improve, manage, develop, exchange, lease, sublet, mortgage dispose of turn to account or otherwise deal with, all or any part of the property of the Association;
  - xiii) To construct upon any land acquired or the purposes of the Association any building or buildings for the purposes of the Association and to alter add to or remove any building upon such premises;
  - xiv) To borrow or raise any money required for the purposes of the Association upon such terms and in such manner and on such securities as may be determined, and in particular by the issues of debentures charged upon all or any of the property of the Association;

- xv) To enter into any arrangement with any Government, or Authorities, Municipal, Local or otherwise that any seen conducive to the objects of the Association, or any of them, and to obtain from any such Government or Authority any rights, privileges and concessions that the Association may think it desirable to obtain, and to carryout, exercise, and comply with any such arrangement, rights, privileges, and concessions;
- xvi) To initiate and assist in schemes for production, import and marketing of seeds & planting materials;
- xvii) To initiate and assist in schemes in furtherance of seed promotion at home and abroad;
- xviii) To establish and support or aid in the establishment and support of Association, Institutions, Funds, Trusts and conveniences calculated to benefit employees of the Association or the dependents or connections or such persons, and to make payment, towards insurance and subscribe or guaranteeing money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object;
- xix) To invest and deal with the fund of the Association not immediately required in such manner as from time to time be determined.
- xx) To advance money to such persons, Associations or companies and on such terms any may be seen expedient;
- xxi) To undertake and execute any Trust the undertaking whereby may be seen desirable, and either gratuitously or otherwise;
- xxii) To obtain any provisional order or legislation for enabling the association to carry any of its objects into effect or for effecting and modification of any existing legislations touching the seed trade in Bangladesh or for any other purpose which may seem expedients, and to oppose and proceeding or applications which may seem calculated, directly or indirectly, to prejudice the seed trade in Bangladesh;
- xxiii) To promote freedom of contract and to resist, insure against counteract and discourage interference therewith and to subscribe to any Association or Fund for any such purpose.
- xxiv) To protect the Members of the Association against person whose character of circumstances renders them unworthy of participating in any carrying on the seed trade;
- xxv) To diffuse information as to sound principles of trading in seed and to impress upon those who carry on the seed trade the necessity of maintain an intimate knowledge of the state of their affairs by periodical investigations'
- xxvi) To consider, originate, support improvements in the Laws affecting the seed trade;
- xxvii) To subscribe to become a member of, and co-operate with any other Association whether incorporated or not, whose objects are altogether or in part similar to those of this Association and procure from the communicate to any Association such information as may be likely to forward the objects of this Association;

- xxviii) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any debentures or other securities of the Association;
  - xxix) To draw, make, accept, discount, execute and issue bills of exchanges, promissory notes, bills of landing, debentures, and other negotiable or transferable instruments or securities.
  - xxx) Any generally to do all such other things as are incidental to or conducive to the attainment of the above objects;
  - xxxi) To participate in development efforts through scientific production and timely supply of improved and quality seed amongst the farmers of Bangladesh;
  - xxxii) To assist, promote, develop and carry out all sorts of scientific research, development, production and marketing of quality seeds for the purpose of getting higher yield and thereby increase agricultural production;
  - xxxiii) To help members for introducing standardization practices in production, processing, quality control and marketing of seeds in Bangladesh;
  - xxxiv) To organize promote, encourage experimental & other laboratories, plant machinery, workshops etc. related to seed Industries in Bangladesh;
  - xxxv) To promote and protect all matters relating to seed in Bangladesh and promote the common interest of the member as may be deemed expedient;
  - xxxvi) To represent the member of the association of different national committee related to seed, set up by the govt. of Bangladesh from time to time.
4. The Association shall be not for profit and all the income of the Association shall be applied solely towards the promoting of the aims and objects of the Association as set forth in the Memorandum of the Association and on portion thereof shall be paid or transferred by way of dividend of bonus or otherwise howsoever by way of profit to any one. Provided that nothing herein contained shall prevent the payment of remuneration or allowances to any officer's or servants or the association or any other persons in return for any service rendered to the Association. Provided further that no member of the Association shall be appointed to any salaried office of Association or any office of the Association paid by fees, that no remuneration shall be given by the Association to any member except payment of out-of-pocket expenses and interest of money lent or rent for premises demised to the Association.
5. The liability of the members of the Association is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member, or within one year afterwards for payment of the debts and liabilities for the association contracted before the time at which he ceases to be a member and of the cost, charges and expenses of winding up the same and of the adjustment of rights of the contributors amongst themselves such amount as may be required, not exceeding Tk. 750/-

7. If upon the winding up or dissolution to the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other institutions, having objects similar to the objects of this Association, to be determined by the 3/4<sup>th</sup> votes members of the Association at or before the time of the dissolution, and in default thereof by such judge of the Highest law Court of Bangladesh as may have or acquire jurisdiction this matter.
8. No addition, alteration and amendment shall be made in the Memorandum of Association or in the regulations contained in the Articles of Association for the time being in force unless the same have been passed by the three-fourth of the total number of the members of the Association unless the same have previously been submitted to and approved by the Government.

Provided that amendments to this Memorandum shall also be made when required by the Government in the public interest.

We, the several persons whose names and address are subscribed herein are desirous of being formed into an Association in pursuance of this Memorandum of Association.

| Name and descriptions of the subscribers   | Address of the subscribers   | Signature |
|--|--|-----------|
| 1. Supreme Seed Co.<br>Represented by,<br>Mr. Mohammad Masum.<br>Proprietor                  | Supreme Seed Co.<br>Amin court 8 <sup>th</sup> Floor<br>62-63 Motijheel C/A,<br>Dhaka. |           |
| 2. Mcdonald (BD) Pvt. Ltd.<br>Represented by,<br>Mr. Siraj Ahmed Chowdhury<br>Genera Manager | Mcdonald (BD) Pvt. Ltd.<br>Anchor Tower<br>1/1 (B) Sonargaon Road,<br>Dhaka.           |           |
| 3. Mollika Seed Company<br>Represented by,<br>Mr. F. R. Malik<br>Proprietor                  | Mollika Seed Company<br>145, Siddique Bazar<br>Dhaka-1000.                             |           |
| 4. United Seed Store<br>Represented by,<br>Mr. Mohammad Abu taher<br>Proprietor              | United Seed Store<br>15, Green Road,<br>Dhanmondi, Dhaka.                              |           |
| 5. Mitali Agro-Sed Industries<br>Represented by,<br>Mr. Md. Mokfaruddin Akhand<br>Proprietor | Mitali Agro-Seed Industries<br>146/1, Siddique Bazar,<br>Dhaka-1000.                   |           |
| 6. Shahin Traders<br>Represented by,<br>Mr. Sheikh Abdul Halim<br>Proprietor                 | Shahin Traders<br>131, Siddique Bazar,<br>Dhaka-1000.                                  |           |
| 7. Kashem Beej Bahander<br>Represented by,<br>Mr. SM Kamal Hossain<br>Proprietor             | Kashem Beej Bhandar<br>146/1, Siddique Bazar<br>Dhaka-1000.                            |           |
| 8. Alpha Seed International<br>Represented by,<br>Mr. Md. Afsar Uddin<br>Proprietor          | Alpha Seed International<br>P.S-Hijla, Dist- Barisal                                   |           |

| Name and descriptions of the subscribers  | Address of the subscribers                                     | Signature |
|---|--|-----------|
| 9. Nadim Seed Company<br>Represented by,<br>Mr. Hazi Adbur Rahman<br>Proprietor       | Nadim Seed Compny<br>145, Siddique Bazar<br>Dhaka-1000.        |           |
| 10. Rajdhani Seed Company<br>Represented by,<br>Mr. Abdur Rashid Bepari<br>Proprietor | Rajdhani Seed Company<br>174, Siddique Bazar,<br>Dhaka-1000.   |           |
| 11. Alamgir Seed House<br>Represented by,<br>Mr. Md. Alauddin Rari<br>Proprietor      | Alamgir Seed House<br>174, Siddique Bazar<br>Dhaka.            |           |
| 12. Masud Seed Company<br>Represented by,<br>Mr. Md. Abdul Baset Bepari<br>Proprietor | Masud Seed Company<br>174, Siddque Bazar<br>Dhaka-1000.        |           |
| 13. Dhaka Seed Store<br>Represented by,<br>Md. Lutfor Rahman Liton<br>Proprietor      | Dhaka Seed Store<br>9,DIT Avenue,Motijheel C/A,<br>Dhaka-1000. |           |
| 14. Samrat Beej Bhander<br>Represented,<br>Mr.Md.Humayan Bapari<br>Proprietor         | Samrat Beej Bhander<br>145, Siddique Bazar<br>Dhaka-1000.      |           |

Dhaka Date,

the day of

2000

# ARTICLES OF ASSOCIATION

## BANGLADESH SEED ASSOCIATION

(A Company Limited by Guarantee Registered under section 28 of the Companies Act-1994)

1. The regulations contained in the 7<sup>th</sup> Schedule to the companies Act XIII to 1994 shall apply to this Association subject of the following:-
2. In these Articles unless there be something in the subject or context in consistent therewith.

‘**The Association**’ means **Bangladesh Seed Association**.

‘The term COMPANY shall include individuals. Sole proprietorships, partnerships, joint Ventures, corporation, trusts of other forms of business entity.

“Seeds” means except those used for drugs and narcotics, any of the following classes of seeds used for sowing or planting-

- (1) Seeds of food crops including edible oil seeds and seeds of fruits and vegetables;
- (2) Seeds of fiber crops;
- (3) Seeds of flower and ornamental plants’
- (4) Seeds of forage crops;

And includes seedling and tubers, bulbs, rhizomes, root cuttings, all types of grafts and other vegetatively propagated materials.”;

‘The Act’ mean the executive companies Act. 1994 as adopted in Bangladesh.

‘Committee’ means the Executive Committee of the Association.

‘General Meeting’ Means the General Meeting of the Association.

“Special General Meeting’ Means Extraordinary General Meeting, and or Requisition General Meeting under the Companies Act. 1994.

‘Office’ means the Registered office of the Association.

Office Bearer means President, Senior Vice-President, Vice-President, General Secretary, Asst. General Secretary, Organizing Secretary, Treasurer, Publicity Secretary, Cultural Secretary and Members of the Executive Committee.

‘Members of the Executive Committee means the Directors under the companies Act. 1994.

‘Year’ means the financial year reckoned from 1<sup>st</sup> January to 31<sup>st</sup> December, ‘Month’ Means Calendar Month.

‘The Register’ means the Register of Members of the Association to be kept in pursuance of Articles.

‘In written and ‘writing’ means includes printing lithography and other modes of presenting words in visible form.

‘Published’ means circulated amongst the members of the Associations

‘Plural’ includes singular and vice versa.

Gender includes the feminine gender.

3. For the purpose of registration the Association is declared to consist of unlimited number of members.
4. The Association is established for the purpose expressed in the Memorandum of Association, The Association shall have its affiliation with the Federation of Bangladesh Chambers of Commerce and Industry within the 30 days from the date of Registration with the Registrar of Joint Stock Companies.

## **5. MEMBERSHIP:**

Any individual person, or company formed, established and registered under the Companies Act, or partnership formed, established and registered under the Partnership Act, or any proprietary firm duly formed, or any other concern engaged in the business of seed trade, or any seed producers’ Representative offices which is running or has been established for running the business of seed trade, may upon applying in writing to the General Secretary of the Association, become a member in the name of the individual person, Company/firm or its/their authorized Representative, as the case may be, of the Association on payment of admission fee and subscription as par the relevant Articles of the Association.

6. The General Secretary of the Association will place the application (s) before the Executive Committee for approval and the decision of the Executive Committee for or against any candidate for admission as member shall be final. A candidate thus admitted by the Executive Committee shall forthwith become a member of the Association and shall be subject to all rules and regulations of the Association.

## **7. CATEGORIES OF MEMBERS:**

### **A. GENERAL MEMBERS:**

There will be two categories of General Members as follows:

- a) **Seed Industry**, meaning any industry or establishment or company or organization or institution which has a minimum of two types of capabilities, capacities and facilities out of the following six -
  - (i) Research & Development (R&D), Varietal development and Plant Breeding.
  - (ii) Seed production and multiplication firm for any kind or variety (notified or non-notified crops) of seeds.
  - (iii) Seed production or contract grower and system for any kind of variety (notified or non-notified crops) of seeds.
  - (iv) Seed processing, preservation and packaging, with internal quality control facilities.
  - (v) Import/export of seeds.
  - (vi) Marketing and Distribution of seeds.



- b) **Seed Dealer**, meaning any person involved in carrying on the business of seed selling, keeping or stocking for sale, bartering or otherwise supplying any seed of any kind or variety at any place of the country for agricultural purpose, under and in accordance with the terms and conditions of license granted to him by the National Seed Board.

**B. ASSOCIATE MEMBER:** Any establishment or company or organization or institution which does not qualify to be a General Member, may be admitted as an Associate Member and they shall not have any voting rights. Associate Member will not be eligible to propose any candidate, nor shall they be eligible to be candidate in any election to any post in the Executive Committee of the Association.

## **8. ADMISSION FEE , ANNUAL SUBSCRIPTION:**

The Admission Fee and Annual Subscription of each category of members shall be as follows:

| <u>Membership Category</u> | <u>Admission Fee</u><br>(Tk.) | <u>Annual Subscription</u><br>(Tk.) |
|----------------------------|-------------------------------|-------------------------------------|
| Seed Industry              | 50,000                        | 7,000                               |
| Seed Dealer                | 10,000                        | 3,000                               |
| Associate Member           | 5,000                         | 2,000                               |

- (a) The first annual subscription of each new member shall be paid in advance along with the admission fee at the time of enrollment for membership and all subsequent annual subscriptions shall become due on 1<sup>st</sup> January of each year. Annual subscription will be paid at a time every year. The Executive Committee may extend the time for payment of the annual subscription as it thinks fit.
- (b) Any member, who fails to pay his dues by 31<sup>st</sup> March of each year, or within such time as may be fixed by the Executive Committee, shall cease to be a member of the Association, provided that notice under registered post has been sent to such defaulting member notifying the last date of payment of the dues.
- (c) Notwithstanding the cessation of membership, all members including past members, shall remain liable to pay all their dues to the Association.

## **9. CESSATION OF MEMBERSHIP:**

- (a) A member shall cease to be a member of the Association for any of the following reasons:-
- On his/its bankruptcy/insolvency/insanity as adjudged by a competent court or where winding-up order has been passed with respect to it or it has gone into voluntary liquidation except for the purposes of reconstruction or amalgamation.
  - On his/its resignation from or termination of membership of the Association.
  - On his/its neglect, default or refusal to pay the annual subscription to the Association within the stipulated date.

- iv) On his/its conviction by a competent court for an offence involving moral turpitude or become black listed by the Government for trade malpractice.
- v) On his/its expulsion by the Executive Committee on the ground of indulging in unethical business practices or of any activity considered prejudicial or detrimental to the interest of the Association by a resolution passed at specially convened meeting. A member shall not be expelled unless he/it has been given an opportunity of explaining his/its position in writing or in person. A member so expelled shall have a right to appeal to the next Annual General Meeting of the Association and the decision on the appeal, shall be conclusive, binding and final.
- vi) Any member expelled from the Association for any reason shall not be eligible for readmission before the expiry of one year from the date of his/its expulsion.

#### **10. RIGHTS AND PRIVILEGES OF MEMEBRS:**

- (a) Subject to the restrictions contained in these Articles generally or any bye-laws framed thereunder, a General Member shall have the following rights and privileges:
  - (i) To obtain a copy of Annual Report and Accounts.
  - (ii) To obtain all other publications of the Association free of cost *or* at such reduced rates as the Executive Committee may from time to time decide.
  - (iii) To be present, discuss and vote or give any opinion any General Meeting of the Association on any question referred to such General Meeting by circular otherwise.
  - (iv) To nominate qualified members for election, to stand for election or be elected to the Executive committee or other Committees or to join any deputation on behalf of the association or to be elected to any office of the Association.
  - (v) To seek help of the Association in obtaining statistical or other information for the protection and advancement of business and to receive such particulars as may be available to the Association in regard to trade inquiries or information regarding Government or other measures affecting the trade.
- b) Subject to the restrictions contained in these Articles generally or any bye-laws framed thereunder, an Associate member shall have the following rights and privileges:
  - i) To obtain a copy of the Annual Report and, Accounts:
  - ii) To obtain all other publications of the Association free of cost or at such reduced rates as the Executive Committee may from time to time decide.
  - iii) To be present as an observer at may General Meeting of the Association; but as Associate Member shall not be eligible to any vote nor shall he stand/seek any election nor shall be nominate/propose/second/support any candidate in such election nor shall he give any opinion at any meeting of the Association.
  - iv) An Associate Member may be assigned any job by the Executive Committee, e.g. an

Associate Member may join any deputation or delegation on behalf of the Association, if the Executive Committee specifically nominates such Associate member in writing in this regard.

- v) To seek help of the Association in obtaining statistical or other information for the protection and advancement of business and to receive such particulars as may be available to the Association in regard to trade inquiries or information regarding Government or other measures affecting the trade.
- vi) To apply for assistance of the Association for securing to him/it all reasonable facilities for carrying on his/its business and for all reasonable grievance.

#### **11. AD-HOC EXECUTIVE COMMITTEE**

The first ad-hoc Executive Committee shall have the following office bearers, and they shall hold office for a period of 3 months until the new executive committee is elected in terms of Art. 13 of the Articles of Association.

| <b>SL. NO.</b> | <b>NAME &amp; ADDRESS</b>   | <b>DESIGNATION</b> |
|----------------|---|--------------------|
| 1.             | Mr. Mohammad Masum<br>Supreme Seed Co.<br>Amin Court (8 <sup>th</sup> Floor)<br>62-63 Motijheel C/A,<br>Dhaka-1000. | President          |
| 2.             | Mr. Siraj Ahmed Chowdhury<br>Mcdonald (BD) Pvt. Ltd.<br>Anchor Tower 1/1 (B) Sonargaon Road,<br>Dhaka-1205          | Vice-President     |
| 3.             | Mr. Md. Mokfaruddin Akhand<br>Mitali Agro-Seed Industries<br>146/1, Siddique Bazar,<br>Dhaka-1000                   | General Secretary  |
| 4.             | Mr. Ad. Alauddin Rari<br>Alamgir Seed House<br>174, Siddique Bazar,<br>Dhaka-1000                                   | Treasurer          |
| 5.             | Mr. F. R. Malik<br>Mollika Seed Company<br>145, Siddique Bazar, Dhaka-1000  | Member             |
| 6.             | Mr. Mohammad Abu Taher<br>United Seed Store<br>15, Green Road, Dhanmondi, Dhaka-1205.                               | Member             |
| 7.             | Mr. Sheikh Abdul Halim<br>ShahinTraders<br>131, Siddique Bazar, Dhaka-1000  | Member             |

|    |  |        |
|----|--|--------|
| 8. | Mr. Md. Abdul Baset Bepari<br>Masud Seed Company<br>174, Siddique Bazar, Dhaka-1000. | Member |
| 9. | Mr. Lutfor Rahman<br>Dhaka Seed Store<br>9, DIT Avenue<br>Motijheel, Dhaka-1000.     | Member |

12. The members of the Executive Committee shall be elected for a period of 2 (two) years as per provision hereinafter provided.

**13. EXECUTIVE COMMITTEE**

Management of the affairs of the Association shall be vested in the Executive Committee consisting of 20 (twenty) Office Bearers as listed below:

|                        | <u>Group A</u><br><u>Seed Industry</u> | <u>Group B</u><br><u>Seed Dealer</u> |
|------------------------|--|--------------------------------------|
| President              | 1                                      | -                                    |
| Senior Vice -President | -                                      | 1                                    |
| Vice-President         | -                                      | 1                                    |
| General Secretary      | 1                                      | -                                    |
| Asst General Secretary | -                                      | 1                                    |
| Organizing Secretary   | -                                      | 1                                    |
| Treasurer              | -                                      | 1                                    |
| Publicity Secretary    | 1                                      | -                                    |
| Cultural Secretary     | -                                      | 1                                    |
| Members                | 7                                      | 4                                    |
| <u>Total</u>           | <u>10</u>                              | <u>10</u>                            |

The Executive Committee may authorize and delegate to other Members or employee or experts as it finds necessary to conduct its activities.

**14. FUNCTIONS AND POWERS OF THE EXECUTIVE COMMITTEE:**

The functions and powers of the Executive Committee shall be as follows:

- To put into effect all rules, aims, and objectives of the Association.
- To expend according to the annual budget as approved by the Annual General Meeting of the Association and to sanction expenditure to meet the emergencies and requirements over and above the approved annual budget;
- To look after and manage all the properties, movable and immovable, held by the Association for itself or in trust and to borrow money on the securities of such properties by mortgages or otherwise;
- To make arrangements for the election of the Association;

- e) The Executive Committee will set up seven Sub-Committees which will, deliberate on the relevant issues and provide expert recommendations to the Executive Committee for consideration. The Sub-Committees will be as follows: 1) Finance & Membership Sub-Committee, 2) Discipline & Vigilance Sub-Committee, 3) Import & Export Sub-Committee, 4) Rice Seed Sub-Committee, 5) Vegetable Seed Sub-Committee, 6) Potato Seed Sub-Committee and 7) Maize Seed Sub-Committee. There will be a Convener for each Sub-Committee and 5 members from amongst the Executive Committee Members as well as Members of the Association. The Sub-Committee may co-opt experts from within or outside the Membership of the Association as it thinks fit. The Executive Committee may set up additional Sub-Committees as it finds them necessary.
- f) The Executive Committee will also set up in all District Chapter Committee by selecting one Convener and six members from amongst the members located in the respective district and fix their mandate and mode of operation.
- g) To purchase for valuable consideration, take on loan or under lease or otherwise, immovable property or business concern in any place falling within the jurisdiction of the Association as may be required or deemed necessary or expedient for the purpose of the Association.
- h) To co-operate with other persons or any incorporated Organization of trade and industry, in the interest of the Association; and its members.
- i) To approve or rejects membership applications or make it conditional as it thinks fit.
- j) To appoint salaried staff as may be necessary to run the organization, on such remuneration as it deems proper;
- k) To take effective steps for eradication of unethical business practices from the fields of seed trade and seed industries;
- l) To convene meetings of the members of the Association and place before it for consideration any resolution concerning the trade and to make recommendations for framing bye-laws, rules and regulations and to suggest amendments to the Memorandum and Articles of Association,
- m) To commence, institute, prosecute or defend all such actions or suits as the Executive Committee may deem necessary and to compromise or submit to arbitration any action, suit, dispute or deference as it may think fit;
- n) To delegate any of its powers to the President or the General Secretary as may be deemed necessary;
- o) To grant leave of absence to the members of the Executive Committee;
- p) To remove/expel any member from the Association or re-admit such expelled members in accordance with these articles; and
- q) To look after the affairs of the Association and to take all possible measures and steps to promote the image of the Association and increase the status, dignity and honor of the Association and members thereof.

#### **15. PROCEEDING OF THE EXECUTIVE COMMITTEE MEETING:**

- i) The meeting of the Executive Committee shall be held as often as its business may require. The Executive Committee may make such regulation as it thinks proper in summoning and holding the meetings;

ii) Notice of at least five days specifying the place, date time and agenda shall be given for every meeting of the Executive Committee. In case of an emergent meeting shorter notice may be given;

iii) In the case of equality of votes the person presiding at the meeting shall have a second or casting vote;

iv) If any member of the Executive Committee absents himself from three consecutive meetings or from all meetings of the Executive Committee for a continuous period of three months without leave of absence from the Executive Committee, he shall cease to be a member of the Executive Committee;

v) Minutes of all the meetings shall be recorded regularly and properly by the General Secretary in a minute book of the Association which shall be signed by the President or whoever presides at the meeting.

**16. A. ELECTION OF THE EXECUTIVE COMMITTEE AND ITS TERM OF OFFICE:**

- a) The Election to the following 20 member Office Bearers, called the Executive Committee of the Association, comprising of, 1 President, 1 Senior Vice-President, 1 Vice-President, 1 General Secretary, 1 Asst General Secretary, 1 Treasure, 1 Organizing Secretary, 1 Publicity Secretary , 1 Cultural Secretary and 11 Executive Members , shall be held after every 2 (two) years by secret ballot and the results of the elections shall be announced at the Annual General Meeting of the Association to be held within six weeks of the elections. The outgoing Executive Committee shall retire and hand over charge of their offices to the newly elected Office Bearers of the Executive Committee at the said Annual General Meeting of the Association.
- b) Casual vacancies in the Executive Committee shall be filled by co-option by the Executive Committee from amongst the members of the Association belonging to the group in which the vacancy has arisen. The term "casual vacancy" shall mean and include any vacancy occurring for any reason after the announcement of results of the Elections. Post (s) of Office Bearers of the Executive Committee shall be deemed vacant if one ceases to be the representative of the nominating member. The co-opted member will exercise the same rights as any other member of the Executive Committee and shall serve during the remaining tenure of the Committee.
- c) Towards the end of its tenure of 2 years the Executive Committee shall fix a date for elections to the next Executive Committee and shall notify the date in advance in accordance with these Articles. A list of members eligible to vote shall be published and be given to any member on payment of Tk. 50/-.
- d) All candidates for the elections to the Executive Committee will take the prescribed nomination papers from the office of the Association and submit them to the Association on the date fixed by the Election Board for filing nomination papers. Scrutiny of the nomination papers shall be made by the Election Board on a fixed date. The Election Board, while scrutinizing the nomination paper, shall particularly ensure that the person seeking nomination for a particular position of Office Bearer belongs to the category of member where the position belongs and that the proposer and the seconder also are members of the same group. Thereafter, the names of eligible candidates shall be notified on the notice board of the Association.
- e) A candidate may withdraw his nomination papers in accordance with these Articles.

- f) For each of the positions of Office Bearers, the candidate who receives the highest number of votes shall be deemed to have been elected to that position. In the event of equality of votes between two or more candidates, the Election Board shall decide the case by drawing a lottery amongst such candidates and the winner therein shall be declared duly elected.
- g) The voter list will comprise of the names of only such members as have been enrolled at least 2 months before the date of election and have fully paid their dues to the Association. Every member on the voter list shall be entitled to vote and stand for elections or nominate a candidate for elections. A member who has not paid his dues up to date shall not be eligible to vote or to stand for election; and
- h) Every General member of the Association shall be entitled to vote for all the candidates of both the groups, casting one vote for each candidate.

**B. ELECTION BOARD AND APPEAL BOARD:**

- a) Every existing Executive Committee shall constitute a 3 member Election Board and a 3 member Election Appeal Board for the election of the subsequent Executive Committee at least 90 days prior to the aforesaid election, provided that a member of the Executive Committee or a candidate in the election or a proposer of a candidate or a seconder shall not be included in the Election Board or the Election Appeal Board.
- b) The Election Board and the Election Appeal Board will conduct the election and take necessary steps as per these Articles and in accordance with the other rules and regulations.

**C. ELECTION SCHEDULE:**

- a) The Election Board at least 80 days prior to the date of the election will publish an election schedule in which all the date of various steps leading to the election and at least the dates of the following matters shall be mentioned :
  - (i) The date of publication of preliminary voters list according to Rule 16(1) of the Trade Organization Rules, 1994.
  - (ii) The date of filing any objection before the Appeal Board with respect to inclusion or exclusion of a name in the preliminary voters list and date of its disposal according to Rule 16 (2) of the Trade Organization Rules, 1994
  - (iii) The date of publication of final voters list according to Rule 16 (3) of the Trade Organization Rules, 1994.
  - (iv) The date of submission of nomination papers of candidates in the election which should be fixed at least 30 days prior to the election.
  - (v) Time and date of scrutiny of nomination papers and the date of publication of the list of validly nominated candidates.
  - (vi) The date of filing any objection in connection with the cancellation of nomination paper to the Appeal Board and date of its disposal according to Rule 16 of the Trade

Organization Rules, 1994.

- (vii) The date of publication of the final list of validly nominated candidates.
- (viii) The date of withdrawal candidature.
- (ix) The dates of holding the election, counting; of votes and publication of results.
- (x) The date of filing any objection to the Appeal Board against the election result and its disposal according to Rule 18 (4) and (5) of the Trade Organization Rules, 1994.
- (b) The election Board will display the election notice and election schedule in the Notice Board of the Association and in addition it shall send the said notice and schedule to every member by post.
- (c) The Election Board shall determine the nomination form if there is no prescribed form in the Articles of Association.
- (a) A person whose name is not included in the voters list cannot be a candidate in the election or his proposer or supporter
- (b) Candidate himself or his agent or proposer or supporter can be present during the scrutiny of nomination papers
- (c) Where the Election Board rejects any nomination paper, within 3 days of publication of the list of candidates, the concerned candidate can make a written objection to the Appeal Board and the Appeal Board after giving the concerned persons reasonable opportunity of being heard, shall hear and dispose such objection within the next 3 days of filing of the objection and transmit its decision to the Election Board.
- (d) After receipt of a decision taken under Articles 18 (6) above the Election Board shall publish a final list of valid candidates.

**D. VOTERS LIST:**

- a) The Election Board at least 30 days before the date of election shall publish a preliminary voters list of the members who are entitled to cast their votes, according to Rules 13 of the Trade Organization Rules 1994, which list shall be kept open for inspection by the members at least for 3 days at the Association's office.
- b) In order to include or exclude any name from the preliminary voters list any complaint to the Appeal Board has to be lodged within 6 days of the publication of such list, and after giving reasonable opportunity of hearing to the concerned parties the Appeal Board shall determine the matter within the next 3 days of the complaint and inform its decision to the Election Board.
- c) After the decision the Election Board will publish within 3 days the final voters list.

**E. UNCONTESTED ELECTION:**

- a. After withdrawal of candidature, according to Rule 15 (1) (h) of the Trade Organization Rules, 1994, if it appears that the number of valid candidate is equal or less than the number required to be elected then there shall be no need to take any vote and in this circumstance such candidates shall be declared as elected.



- b. Where the number of valid candidates is less than the number required to be elected, then on the basis of the voters list an election for the remainder posts shall be held within 15 days from the date of election and new schedule of election has to be declared on the notice board of the Association and in such each, the time limit mentioned Article 16 (c) above will not apply.

**F. PROCEDURE IN CONTESTED ELECTION:**

- a. After the withdrawal of candidature according to Rules 15 (1) (h) of the Trade Organization Rules, 1994, if it appears that number of valid candidates is more than the required number to be elected, then the final voters list the. Election shall be held by secret ballot.
- b. The Election Board will choose the form of ballot paper if. it is not prescribed in the Articles of Association.
- c. Candidate who obtains the highest number of votes will elected, and in case of equality of highest votes the candidate elected shall determined by lottery and the results of the election shall be published in the notice board of the Association.
- d. If any candidate is aggrieved by the result published under Articles 16 (f) (3) Above, he can make a complaint to the Appeal Board within 3 days of such publication.
- e. If any complaint is made under Articles 16 (f) (4) above, then within the next three days of such complaint and by giving opportunity of hearing to the concerned party, the Appeal Board resolving such complaint shall inform its decision to the Election Board.
- f. If the election result published by the Election Board according to Articles 16 (f) (3) above, is required to be amended, the Election Board shall without delay publish the said result in the amended form.

**(G) PROHIBITION OF VOTES BY PROXY:**

In the elections of the association persons entitled to vote shall cast their votes personally being physically present and no proxy vote shall be allowed;

**(H) TEMPORARY VACANCY**

- a. On account of death, illness or any other reason, if any vacancy occurs in the Executive Committee, then the Executive Committee by appropriate procedure in its consideration may appoint a member of the Association in such vacancy.
- b. Member appointed according to Articles 16 (h) (1) shall be treated as Alternate Member, and will continue until the original member resumes his membership or for the period left over in case of that member's death.
- c. Rules 21 (2) or 22 (2) of the trade Organization Rules 1994, shall not apply in case of member elected according to articles 16 (h) (1) above,

## **I. TENURE OF OFFICE BEARERS:**

- a) As per provision Rules 21 (1), 21 (2) and 21 (3) of the Trade Organization Rules 1994 the Tenure of Office Bearers will be as follows:
- (i) The term of the Executive Committee shall be for a period of 2 (two) years.
- (ii) A member who held the position of an Office Bearer of the Association for consecutive 3 (three) terms i.e. six years, cannot be elected for next one term i.e. 2(two) years.
- (iii) All the member of Executive Committee shall retire together after every two years and election will be held to fill the vacancy that will be caused by their retirement.

## **II. ANNUAL GENERAL MEETING:**

The first General Meeting of the Association shall be held at such time not being less than one month and not more than three months from the date of incorporation with the Registrar of Joint Stock Companies. The Annual General Meeting of the Association shall be held once in very calendar year at such time date and place as may be' determined by the Executive Committee, but not later then fifteen months from the date of the last Annual General Meeting. Notice of Annual General Meeting shall be given *at least* 14 days before the date of the meeting along with Annual Report and Audited Statement of Accounts.

### **The following business shall be transacted-at the Annual General meeting:**

Confirmation of the minutes of the last meeting;

Presentation and adoption of the Annual Report of the Association;

Presentation and confirmation of the Audited Statements of Accounts and passing of the budget for ensuing year;

Declaration of results of the Election to the Executive Committee provided such Election were held prior to Annual General Meeting According to these Articles;

Any other business, notice of which may have been given to the General Secretary 10 (ten) days before the date fixed for the Annual General Meeting or such other business as may with the permission of the Chair be placed before the meeting.

## **18. SPECIAL GENERAL MEETING:**

The meeting of the General Body of the Association other than Annual General Meeting shall be called extra ordinary or special General Meeting and shall be held at such time and place as the Executive Committee may deem convenient for the disposal of the business of the Association.

## **19. REQUISITION MEETING:**

This General Secretary upon requisition in writing by at least one fifth of the total number of members shall convene a requisition meeting within 21 days from the date of receipt of such requisition and a notice shall be circulated among all the members 21 days before the date fixed for the meeting. Any notice for Requisition Meeting shall express the object of the meeting and must be signed by the requisition and shall be sent to the General Secretary at the Office of the Association by registered post with A. D.

**20. QUORUM OF GENERAL MEETING:**

No business shall be transacted at any meeting unless a quorum of members is present at the time of meeting. If numbers of member ten. The quorum shall be five. If they exceed ten. One additional member shall be added to the above quorum but with the limitation that no quorum shall in any shall exceed ten.

**21. QUORUM OF EXECUTIVE COMMITTEE MEETING:**

No business shall be transacted at any meeting of the Executive Committee unless a quorum of member is present at the time when the meeting proceeds to business; save as otherwise provided. Five members of the Executive Committee personally present shall form the quorum, if within half an hour from the time appointed for the meeting a quorum is not present the meeting shall be adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

**22. NOTICE:**

- a) At least 14/21 days and notice respectively shall be given to all members of the Association for the following.
  - i) Annual General Meeting of the Association;
  - ii) Extra-ordinary General Meeting of the Association;
  - iii) Special or Requisition General Meeting of the Association; and
- (b) At least 5 days notice shall be given to all members of the Executive Committee for all meeting specifying the place, date its meeting; In case of emergency, meeting of the Executive Committee may be convened on shorter notice. All notices shall specify the date, time and place with agenda of such meeting. Non receipt of such notice by any member shall not invalidate the proceeding of such meeting.
- (c) A notice served on members either personally or through post will be regarded as valid service, in case service under certificate of posting, it will be presumed that the notice has been duly delivered.

**23. ADJOURNMENT:**

The Chairman of a meeting with the consent of the members present may adjourn the meeting but no business shall be transacted at any adjourn meeting other than that left unfinished at the meeting from which the adjournment took place.

**24. MINUTES BOOK:**

Minutes of the proceeding of all meetings of the Association shall be recorded by the General Secretary in minute's book to be kept by him. The book shall be open to inspection by any member of the Association on his/her written request.

**25. AUTHORITIES AND RESPONSIBILITIES OF OFFICE BEARERS:**

**A. PRESIDENT:**

- i) He shall be the Chief Executive of the Association. He shall whenever possible, preside over all the meeting of the Committee and lead all deputations and delegations.
- ii) He shall have the power to sanction an amount not exceeding Tk.10, 000/- at a time, without consultation or assent of the Executive Committee and that amount shall be provided from the funds of the Association. The approval of the Executive Committee shall however, be obtained at the subsequent meeting.
- iii) He shall take votes of the members and declare the results of such counting of votes and in the case of equality of votes he shall have his casting or second vote.

**B. SENIOR VICE-PRESIDENT:**

In the absence of the President, the Senior Vice- President, of the Committee shall perform all or any of the functions and duties of the President.

**C. VICE-PRESIDENT:**

In the absence of the President as well as the Senior Vice-President, the Vice-President shall perform all or any of the functions and duties of the President.

**D. GENERAL SECRETARY:**

Subject to the supervision and control of the President, the General\_Secretary shall perform the following functions:

- (i) To carry on and have charge of all correspondence of the Association;
- (ii) To have charge of all papers and documents, furniture and all other properties, movable and immovable, belonging to the Association;
- (iii) To issue notices of all meetings of the Association, including all meetings of the Executive Committee and various Sub-Committees of the Association;
- (iv) To keep and maintain accurate minutes of all meetings of the Executive Committee and reports of the various Sub-Committees and District Chapter Committee and to get the signature of the person who presided over the meeting on such minutes;
- (v) To prepare the Annual Report of the Association including summary of activities of all Sub-Committees and District Chapters Committee of the Association, in consultation with the Executive Committee.
- (vi) To circulate among members of the Executive Committee, minutes of its meetings and proceedings of the various Sub-Committees, and District chapter Committee and to circulate among the members of the Association, the Annual Report, notice of them and other information intended for circulation;
- (vii) To circulate among the members of the Association information on removal, expulsion or resignation of any person, firm, company or corporation from the membership of the Association;

- (viii) To notify all members of the Association of the impending Elections and the results thereof;
- (ix) To collect all dues of the Association and issue receipt thereof;
- (x) To keep and maintain accurate accounts of the Association and the funds connected with or in any way controlled by it;
- (xi) To ensure that all payment on behalf of the Association are in conformity with the decision of the Executive Committee and to keep an imprest account of an amount as decided by the Executive Committee from time to time.
- (xii) To sign all cheques issued on behalf of the Association which shall be counter signed by the President or the Treasurer;
- (xiii) To represent the Association for all purposes either personally or through a representative before any court of justice in any suit or proceeding instituted by or against the Association provided that he shall not be competent to compromise any suit or proceeding without the prior approval of the Executive Committee.
- (xiv) To delegated all or any of his functions to any of the Office Bearers or employees of the Association with the consent or under instruction of the Executive Committee provided that he shall remain responsible to the Executive Committee for all acts done on his behalf by such Office Bearers;
- (xv) To maintain administrative and disciplinary control over all staff of the Association in accordance with the rules and regulations framed in this behalf by the Executive Committee;
- (xvi) To do and perform all acts and deeds that he may expressly be required to do by the Executive Committee.

**E. ASST. GENERAL SECRETARY:**

In the absence of the General Secretary, Asst. General Secretary of the Association shall perform all of the functions and duties of the General Secretary.

**F. ORGANISING SECRETARY:**

He will be in charge of organizing activities of the Association and will act as per advice of the President.

**G. TREASURER:**

He will be responsible for the collection of all dues from the members and take all necessary actions in this regard. He will supervise all the financial affairs of the Association and keep accounts of all transactions of the Association. He will operate the Bank Account jointly with the General Secretary or the Chairman and present to the Executive Committee the financial position of the Association from time to time. He will submit to the General Secretary monthly statements of collections and expenditure and will act as per his directions of the President. He will be responsible for the preparation of Balance Sheet to be presented before the Annual General Meeting of the Association.

**H. PUBLICITY SECRETARY:**

He will be in charge of all publications / publicizing the activities of the Association among its members as well as among other seed traders and the, general public. He will act under the guidance of the President.

**I. CULTURAL SECRETARY:**

He will be in charge of all cultural activities of the Association and will act under the guidance of the President.

**J. MEMBERS:**

They will be equal to the other Office Bearers, except that they will not be responsible for any specific duty unless given special responsibility by the Executive Committee. Members will have the power to debate, give suggestions and caste vote in any meeting of the Executive Committee and may act as convener or member of Sub- Committees as decided by the Executive Committee. They will be responsible to the Committee for any special tasks assigned to them by the Executive Committee.

**26. EMPLOYEES OF THE ASSOCIATION:**

(a) The Association will have various Departments or sections to deal with its activities headed-by regularly paid whole or part time terms and conditions of service will be governed by the rules and regulations framed by the Executive Committee.

(b) Executive Committee may out of the income of the Association set aside sums of money as may be determined from time to time as Provident Fund for the benefit of the Employees of the Association.

**27. ANNUAL REPORT:**

An Annual Report of the proceeding of the Executive Committee shall be prepared and circulated among the members of the Association, along with the notice of the Annual General Meeting. Such report shall contain a statement of Audited Accounts for the year and shall be submitted for approval or the General Meeting of the Association.

**28. ACCOUNTS:**

Under the supervision of the General Secretary, the Treasurer shall cause the accounts to be kept of the sums of money received and expended by the Association and of all the assets and liabilities of the Association. The Executive Committee may appoint accountant for the purpose of maintaining the accounts, but the General Secretary and the Treasurer shall remain responsible for all accounts. The books of accounts and other documents shall be kept at the office of the Association.

**29. FUNDS:**

Funds of the Association shall be kept with a Scheduled Bank selected by the Executive Committee and all moneys of the Association shall be deposited in that Bank Account. The President, General Secretary and the Treasurer of the Association will be the only authorized persons for all transaction in the said Bank Account under their respective signatures. In the absence of the President, the Senior Vice- President and in the absence of General Secretary, the Asst. General Secretary shall sign on their behalf.

**30. AUDIT:**

Every year the accounts of the Association shall be examined and the correctness of the Balance Sheet ascertained by an Auditor as per provisions of the Companies Act, 1994. The Auditor or Auditors shall be appointed by the General Meeting of the Association. -All accounts approval by the General Meeting shall be conclusive. The Auditors shall be entitled to attend by the General Meeting of the Association to make any statements or explanation in respect of the Audit Accounts.

**31. SEAL:**

There shall be a seal hereinafter called the Common Seal for the Association. All deeds and documents shall be deemed to have been duly executed on behalf of the Association if signed by the General Secretary and the President or in his absence by the Senior Vice- President of the Association and if the Common Seal of the Association is duly affixed thereon.

**32. AMENDMENT:**

Any amendment of these Articles can be made by three fourth majority of the members at an extra-ordinary general meeting convened for the purpose provided that the amendment shall be subject to the prior approval of the Government and shall be made required by the Government in the public interest.

**33. INTERPREATION:**

Any dispute or difference of opinion in regard to the interpretation or scope or application of these articles which cannot be resolved by the Association shall be referred to the Director of Trade Organizations for decision and his decision shall be binding on the Association.

**34. WINDING-UP:**

Provision of the Companies Act, 1994 as amended from time to time regarding the winding-up of a company shall apply to the winding-up or dissolution of the Association.

**35. INDEMNITY:**

(a) Every member of the Executive Committee and employees of the Association shall be indemnified by the association *and* it shall be the duty of the Executive Committee to pay out of funds of the Association all cost, losses and expenses which may be incurred by such member/employee or such member employee may become liable by reason of any contract or act of thing done by them or in any way in the discharge of their duties including traveling expenses and such indemnity shall have priority over all claims.

(b) No member of the Executive Committee or employees of Association shall be liable for the Act, neglect or default of any other member of the Executive Committee or employees of the Association unless caused by will full neglect or dishonesty of such member/employee.

**36. REGISTER OF MEMBERS:**

A Register of members shall be maintained which names, classes, address, business and other particulars of the members and any change in that shall be recorded.

We, the several persons whose names and address are subscribed therein, are desirous of being formed into an Association in pursuance of these Articles of Association.