ICB ASSET MANAGEMENT COMPANY LIMITED
(A Subsidiary of ICB)
Green City Edge (4th floor) 89, Kakrail, Dhaka-1000, Bangladesh.
E-mail: info@icbamcl.com.bd; Web: www.icbamcl.com.bd

অ্যাডমিনিস্ট্রেশন ডিপার্টমেন্ট

তারিখঃ ০৭ ভাদ্র ১৪৩০
২২ আগস্ট ২০২৩

প্রশাসনিক পরিপত্র নং-২৯/২০২৩

আইসিবি অ্যাসেট ম্যানেজমেন্ট কোম্পানি লিমিটেড এর ভবিষ্য তহবিলে চাঁদার হার পুনঃনির্ধারণ সংক্রান্তে ০৯ আগস্ট ২০২৩ তারিখে অনুষ্ঠিত কোম্পানির পরিচালনা বোর্ডের ২১১তম সভায় নিম্নোক্ত সিদ্ধান্ত গৃহীত হয়ঃ

ক) গণপ্রজাতন্ত্রী বাংলাদেশ সরকার, অর্থ বিভাগ, অর্থ মন্ত্রণালয়, রাষ্ট্রায়ত্ত প্রতিষ্ঠান শাখা-৪ এর ২৯.১০.২০১৭ তারিখের পরিপত্র নং-০৭.০০.০০০০.১২৯.০০.০০৫.১২-১২৩ এর আলোকে অভিন্নভাবে প্রতিপালনের সুবিধার্থে জারিকৃত The Contributory Providend Fund Rules, 1979 এর Rule 8 এর 1(b) এবং Rule 11(2) অনুযায়ী প্রভিডেন্ট ফান্ডে কোম্পানির কর্মচারীগণের নিজস্ব জমা সর্বনিম্ন ৮$\frac{১}{৩}$% ও সর্বোচ্চ ১০% এবং কোম্পানির প্রদেয় অর্থ কর্মচারীগণের মূল বেতনের ৮$\frac{১}{৩}$% হারে নির্ধারণ করা হলো;

খ) নিজস্ব জমা ও প্রতিষ্ঠানের Contribution সম্পর্কিত উক্ত নির্দেশনা কোম্পানির প্রতিষ্ঠালগ্ন হতে বাস্তবায়ন করতে হবে;

গ) কোম্পানি কর্তৃক প্রতিষ্ঠালগ্ন হতে পরবর্তী সময়ে প্রভিডেন্ট ফান্ডে কর্মচারীগণের মূলবেতনের ৮$\frac{১}{৩}$% এর অতিরিক্ত (১০% - ৮$\frac{১}{৩}$%) = ১.৬৬৭% হারে প্রদত্ত অর্থ ও আরোপিত সুদ কোম্পানির আয় হিসাবে বিবেচনা করে কোম্পানির নিজস্ব হিসাবে স্থানান্তর করতে হবে; এবং

ঘ) The Contributory Provident Fund Rules, 1979 এর Rule 8 এর 1(b) এবং Rule 11(2) ধারা অনুযায়ী এতদ্‌বিষয়ে যথাযথ হিসাবায়নের জন্য একটি অডিট ফার্ম নিয়োগ এবং অডিট ফার্মের প্রতিবেদন প্রাপ্তি সাপেক্ষে এ সংক্রান্ত হিসাবায়ন এবং অন্যান্য আনুষঙ্গিক কার্যাদি সম্পাদন করতে হবে।

০২। কর্তৃপক্ষের অনুমোদনক্রমে সকলের অবগতির জন্য এ পরিপত্র জারি করা হলো।

(মোঃ মাসুদুল হাসান)
অতিরিক্ত প্রধান নির্বাহী কর্মকর্তা

বিতরণঃ

০১। প্রধান নির্বাহী কর্মকর্তার সচিবালয়, আইএএমসিএল।
০২। অতিরিক্ত প্রধান নির্বাহী কর্মকর্তাদ্বয়ের দপ্তর, আইএএমসিএল।
০৩। উপ-প্রধান নির্বাহী কর্মকর্তাদ্বয়ের দপ্তর, আইএএমসিএল।
০৪। অফিস কপি।

অনুলিপি (কোম্পানির ওয়েবসাইটে প্রকাশের প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য):

০১। জ্যেষ্ঠতম কর্মকর্তা, কম্পিউটার ডিপার্টমেন্ট, আইএএমসিএল।

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
কর কমিশনারের কার্যালয়
বৃহৎ করদাতা ইউনিট (LTU)
২য় ১২ তলা সরকারী অফিস ভবন (৭ম তলা)
সেগুনবাগিচা, ঢাকা।

নথি নং-ভবিঃতঃঅনুঃ/(আইসিবি এ্যাসেট)/বৃকইউ/২০১০-২০১১/ তারিখ : ১৬/১২/১৪১৭বাং
৩০/০৩/২০১১ইং

আদেশ

আয়কর অধ্যাদেশ, ১৯৮৪ এর (XXXVI of 1984) The First Schedule এর Part B এর অনুচ্ছেদ-2 এর উপ অনুচ্ছেদ (1) অনুযায়ী আইসিবি এ্যাসেট ম্যানেজমেন্ট কোম্পানী লিঃ, ৮, রাজউক এভিনিউ (১৫ তলা), ঢাকা-১০০০ এর কর্মকর্তা/কর্মচারীদের জন্য গঠিত ভবিষ্য তহবিল **"ICB ASSET MANAGEMENT COMPANY LTD. EMPLOYEE'S PROVIDENT FUND"** কে নিম্ন বর্ণিত শর্তসাপেক্ষে এতদ্বারা স্বীকৃতি প্রদান করা **হইল** ঃ

০১। আয়কর অধ্যাদেশ, ১৯৮৪ এর প্রথম তফসিল পার্ট-বি এর অনুচ্ছেদ ৩ এর শর্ত পরিপালন করিতে হইবে ;

০২। আয়কর বিধিমালা, ১৯৮৪ এর বিধি 46 ও 47 অনুযায়ী ভবিষ্য তহবিলের হিসাব সংরক্ষণ করিতে হইবে এবং উপ কর কমিশনারকে নিরীক্ষিত হিসাবের সারপত্র প্রদান করিতে হইবে ;

০৩। আয়কর বিধিমালা, ১৯৮৪ এর বিধি 49 এর উপ-বিধি (2) এর আলোকে কোম্পানী আইন ১৯৯৪ এর ৯৯ ধারা অনুযায়ী ভবিষ্য তহবিলের অর্থ বিনিয়োগ করিতে হইবে এবং ফান্ড বিধিতেও এই বিষয়টি অন্তর্ভুক্ত করার জন্য ফান্ড বিধি-15 (INVESTMENS) সংশোধন করিতে হইবে।

আয়কর বিধিমালা, ১৯৮৪ এর বিধি 44 অনুযায়ী ভবিষ্য তহবিলের এই স্বীকৃতি ৩১শে মার্চ ২০১১ইং তারিখ হইতে কার্যকর বলিয়া গণ্য হইবে।

(মোঃ শাহজাহান)
কর কমিশনার
বৃহৎ করদাতা ইউনিট(LTU)
ঢাকা।

নথি নং-ভবিঃতঃঅনুঃ/(আইসিবি এ্যাসেট)/বৃকইউ/২০১০-২০১১/১১২০-২৬ তারিখ : ১৬/১২/১৪১৭বাং
৩০/০৩/২০১১ইং

অবগতি ও প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য প্রেরণ করা হইল ঃ-

০১। অতিরিক্ত কর কমিশনার, বৃহৎ করদাতা ইউনিট (LTU), ঢাকা।

০২। উপ কর কমিশনার, ট্যাক্সপেয়ার সার্ভিস উইং, বৃহৎ করদাতা ইউনিট (LTU), ঢাকা।

০৩। **ব্যবস্থাপনা পরিচালক**
আইসিবি এ্যাসেট ম্যানেজমেন্ট কোম্পানী লিঃ
৮, রাজউক এভিনিউ (১৫ তলা), ঢাকা-১০০০।
(এই ইউনিটে ০৯/০৩/২০১১ইং তারিখে দাখিলকৃত আবেদনের প্রেক্ষিতে)।

০৪। আয়কর নথিতে সংরক্ষণের জন্য।

(আসমা দিনা গনি)
উপ কর কমিশনার
প্রধান কার্যালয়
বৃহৎ করদাতা ইউনিট(LTU)
ঢাকা।

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳১০ দশ টাকা ৳১০

ড/১০ ০৩১৮২৮৩

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Tahamina Begum
Service
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka

ICB ASSET MANAGEMENT COMPANY LTD. EMPLOYEE'S PROVIDENT FUND

(BYE - LAWS)

BSB BHABAN (15TH FLOOR)
8, DIT AVENUE, DHAKA,
BANGLADESH:

THIS DEED OF TRUST IS MADE AT DHAKA ON THIS THE...30... DAY OF ...09....THE YEAR TWO THOUSAND NINE OF THE CHRISTIAN ERA.

BETWEEN

ICB ASSET MANAGEMENT COMPANY LIMITED, a Company incorporated under the Companies Act, 1994 and registered under Securities & Exchange Commission rules having its Head Office for the time being at PS Motijheel, 8 DIT Avenue, Dhaka, Bangladesh, represented by its chief executive officer Mr. Md. Wahiduzzaman Khandaker son of MR. Md. Abdul Hakim Khandaker hereinafter called the "COMPANY" (which expression shall where the context so admits, requires, permits include its Successors-in-interest, legal representatives and assign) of the O N E P A R T :

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳১০ ৳১০

দশ টাকা

ঙ/১০ ৩৬১৮২৯০

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Tahmina Begum
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

AND

1. Mr. Md. Habibur Rahman, Director of IAMCL and Deputy General Manager of ICB, Son of Mr. Ali Ahmed

2. MR. Md. Amzad Hossain Kibria, Deputy chief executive officer of the Company, son of Mr. Md. Moshier Rahman.

3. MR. A.S.M Haidaruzzaman, Senior Principal Officer, In-Charge of Accounts of the Company, son of Mr. A.S.M.Fasihur Rahman

4. Ms. Tanzina Ahsan, Executive Officer, D/O of late Ahsan Ullah representing as member of the officers of the Company.

5. Ms. Tahamina Begum, Data Entry Control Operator, D/O Mr. Md. Taibuddin Sarkar, of Representing as staff of the Company having its registered office at BSB Bhaban ,8 DIT Avenue (15th floor), Dhaka, Bangladesh.

All of ICB Asset Management Company Limited hereinafter called the "TRUSTEES" (which expression shall, where the context so admits, requires, permits, includes the Trustee or Trustees for the time being) of the OTHER PART.

সাব-রেজিস্ট্রার, সূত্রাপুর, ঢাকা

ছেলে হোক মেয়ে হোক, দু'টি সন্তানই যথেষ্ট

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Khan
Manager

A.S.M. HAIDARUZZAMAN
Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Tahamina Begum
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka

WHEREAS it has been decided by the Company to institute a "PROVIDENT FUND" for the benefit of the Employee's of the Company including those employed in its Sister/Subsidiary Companies and the Trustees have been appointed and constituted by the company as the "TRUSTEES" of the rules of said Provident Fund.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

I. That a Provident Fund entitled **"ICB ASSET MANAGEMET COMPANY LIMITED EMPLOYEE'S PROVIDENT FUND"** is hereby constituted and established and shall be deemed to have benefit of the Employee's of the Company including those employed in other Companies under the same management.

II. **TRUSTEES-** The provident Fund shall vest in the Trustees for the time being and in such other person or persons as may from time to time be appointed by the Company to be the Trustees of the provident Fund and the Fund shall be held by the Trustees for the purposes specified in the Rules of the Provident Fund hereunder and the Trustees shall administer the Fund and the income thereof in accordance with these Rules.

md wahiduzzaman khandaker
chief Executive officer
ICB Asset management
company limited

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.

Tanzina Ahter
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

md Habibur Rahman
Deputy General manager

III. **NUMBER OF TRUSTEES-** The Trustees shall not be less than three or more than five in number of whom at least one shall be from amongst the Directors present in the number of the Trustees of the Provident Fund.

IV. **SECRETARY-** The Trustees shall from time to time appoint one of themselves preferably with Knowledge of accounts to be the Secretary of the Fund, who may receive all notices documents and other correspondences on behalf of the Trustees and may sign all correspondences on behalf of the Provident Fund and exercise such power and authorities as may be conferred on him by the Trustees.

md Ahmad Hossain Kibria
Deputy Chief Executive officer

V. **CESSATION, DISQUALIFICATION & REMOVAL OF TRUSTEES AND APPOINTMENT OF TRUSTEE IN A VACANT POST-** The Office of a trustee shall be vacated if no dies or voluntarily resigns or is found to be of unsound mind or is adjudged insolvent or convicted of any office involving moral turpitude or if he is removed or withdrawn by the Company from the Trust reposed on him after recording the reasons for so removing or withdrawing in writing.

VI. **PROPERTY OF THE FUND DEEMED TO BE TRANSFERRED TO THE NEW TRUSTEES-** Upon death, resignation or removal of any one or more of the Trustees for the time being or upon his or their vacating office of a Trustee for any other caused or upon any vacancy in the number of Trustees being filled up or upon a new Trustee or Trustees being appointed under the provisions herein continued the properties and securities belong to or forming part of the Provident Fund shall be deemed to be transferred from the late Trustees to the remaining or continuing Trustees and in any newly appointed Trustee without and formal instrument of transfer being executed.

ASM Haidaruzzaman
Senior Principal officer

VII. **REMAINING TRUSTEES COMPETENT TO ACT NOTWITHSTANDING**- Any vacancy in the number of Trustees the surviving or continuing Trustees shall be competent to act, provided their does not fall below three.

VIII. **REMUNERATION OF TRUSTEE-**

(a) A trustee shall be certified to such remuneration as the company may in its absolute discretion from time to time fix and such remuneration shall be paid by the company and not out of the provident Fund, provided however, that out of pocket expenses of the Trustees shall be borne by and be the first charge of the Provident Fund.

(b) A Trustee being a Lawyer, Accountant or Auditor or engaged in any profession or required to do any professional work on behalf of the Trustees or in relation to the Trust Fund shall be entitled to charge and be paid out of the Fund all usual charges and expenses incurred by him for or in connection with any work done by him or by any of his Partner in the same manner in all respects as if he was not a Trustee.

IX. **LIABILITY AND INDEMNIFICATION OF TRUSTEES**- Every Trustee shall be indemnified out of the Provident Fund in respect of any loss arising from or contingent upon and investments made of any of the moneys of the Provident Fund unless such loss shall have been accessioned directly by his own willful neglect or fraud and every Trustee shall further not be indemnified out of Provident Fund against all proceedings, suits, claims, costs, damage and expenses occasioned by any claim in connection with the Provident Fund and arising out of his own willful neglect or fraud.

X. **FUNCTIONS OF TRUSTEES**- The Trustees for the time being shall have complete control over the management of the Provident Fund shall be vested with all powers, authorities and discretions necessary or expedient for the purposes in addition to the powers conferred by the Rules of the Provident Fund hereunder.

XI. CHAIRMAN AND PROCEEDINGS OF MEETINGS OF TRUSTEES:

(a) The Trustees who is the chief executive officer of the company shall be the Chairman of the Board of Trustees. The Trustees may meet together for the dispatch of the business, adjourn and otherwise regulate their proceedings and they think fit and determine the quorum for the transaction or business. The Chairman of the Trustees or in his absence any Trustee authorized in this behalf by the Chairman may at any time convene a meeting of the Trustees to be held either at the Head office of the company or elsewhere as, from time to time, the Chairman may determine, questions arising at any meeting shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or casting vote. In the absence of Chairman the Trustee nominated by the Chairman shall provide.

(b) A meeting of the Trustees at which a quorum in present shall be competent to exercise all or any of the authorities, powers and discretions by these Rules vested in the Trustees.

(c) The Trustees shall cause proper minutes to be kept and entered in a Minute Book of all the Resolutions and proceedings and any such minute of any meeting of the Trustees if purporting to be signed by the Chairman of such meeting or the Chairman of the next succeeding meeting shall be received an prima- facie evidence of the matters stated in such minutes.

(d) A Resolution in writing signed by all the Trustees in Bangladesh shall have the same effect and validity as a Trustee duly convened and constituted and may consist of several documents in the like form such signed by one or more of the Trustees.

(e) Any Trustee for the time being out of Bangladesh shall not be entitled to a notice of a meeting of the Trustees.

Quazi Asaduzzaman
Fathers name
Quazi Abdur Rahman
ICB ASSET Management CO. LTD
5.DIT Avenue
Dhaka

সাব-রেজিস্ট্রার, সূত্রাপুর, ঢাকা
28/10/07

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

XII. **EXPENSES OF MANAGEMENT**- The expenses of the Management of the Fund shall be borne by and be a charge of the Provident Fund. The Trustees shall be entitled to employ and pay any such legal advisors, accountants, auditors or other professional advisors and also clerical staffs may consider necessary or expedient in connection with the management of the Provident Fund.

XIII. **RULES AND THEIR INTERPRETATION**- The Provident Fund shall be governed by the Rules of the Provident Fund there-under or by such other Rules as may, for the time being be enforced or as may be amended from time to time, the Rules shall be interpreted by the Trustees whose decisions shall be final as binding upon all members of the Provident Fund. Any change in the rules to be notified in writing to the executive committee of the company and a written consent be obtained before the rules become effective.

XIV. **ALTERATION OF THE RULES**- It shall be lawful for the Company, from time to time and at any time hereafter to alter, vary, modify, remake, rescind or add to those Rules or any of them provided that so long an the Provident Funds Act, 1925 (Act XIX of 1925), shall apply to the Fund, the power contained in these Rules shall not be exercised without the consent of the NBR and every such alteration, variation, modification, remaking, rescission or addition shall, unless otherwise stated in the resolution, have effect from the date of the resolution but so that no such alteration, variation, modification, remaking, rescission or addition shall effect the rights of any member with respect to any fund then in the hands of the Trustees provided always that this power shall not be exercised in contravention of the Provident Funds Act, 1925 (Act, XIX of 1925).

XV. **ESTABLISHMENT AND TERMINATION OF FUND**- These presents shall constitute a Trust which shall be deemed to have been established upon and subject to the Rules of the Provident Fund hereunder and which Trust shall be irrevocable save with the consent of all the beneficiaries of the Fund and save in the event of the Fund being wound up in accordance with the clause last hereinabove mentioned.

XVI. **RULES OF THE PROVIDENT FUND**- The Company has formed and the Trustees have adopted the following rules 1 to 43 both inclusive together with the Schedules and Appendix thereto as the Rules of the Provident Fund for the time being and these Rules of the Provident Fund shall be deemed to have in force and from ----- day of ----, 2009.

ICB ASSET MANAGEMENT COMPANY LIMITED, EMPLOYEE'S PROVIDENT FUND RULES.

1. The Fund shall be called the "ICB ASSET MANAGEMENT COMPANY LIMITED EMPLOYEE'S PROVIDENT FUND"

2. In those Rules, unless there is anything repugnant in the subject or the context:-

(a) "Company" means ICB ASSET MANAGEMENT COMPANY LIMITED;

(b) "FUND" means the fund established under these Rules;

(c) "Rules" means these Rules or other Rules for the time being in force with respect to the Fund;

(d) "Board" means the Board of Trustees for the time being constituted under these Rules;

(e) "Trustees" means the Trustees of the Fund for the time being in force;

(f) "Employee" means any Officer or an Employee on the Pay Roll of the Company's Head Office at Dhaka or its Branch Offices drawing salary or wages from the company for any kind of work including manual work;

(g) "Employer" means ICB ASSET MANAGEMENT COMPANY LIMITED maintaining a Provident Fund for the benefit of its employees;

(h) "Member" means a permanent employee of the Company who contribution to the Fund;

(i) "Continuous Service" means uninterrupted service in the employment of the Company and included services which are interrupted by sickness, accident, authorized leave, cessation of work not due to the employees fault;

(j) "Pay/Salary/Wages" means the monthly fixed remuneration excluding all allowances, bonuses, overtime and perquisite payable by the Company to an employee;

(k) "Contribution" means any sum credited by or on behalf of any employee out of his salary, or by an employer out of his own money to the individual account of an employee, but does not include any sum credited as interest.

(l) "Family" means-

(i) In the case of a male member, the wife or wives and children of the member and the widow or widows and children of a deceased son of the member;

(ii) In the case of a female member, the husband and children of the member, and the widow or widows and children of a deceased son of the member;

(m) "Children"' means legitimate children and includes adopted children if the Trustees are satisfied that under the personal law of the member adoption of a child is legally recognized;

(n) "Dependent" means any of the flowing relatives of a deceased member namely, wife, husband, parent, child, minor brother, unmarried sister, deceased son's widow and child and a deceased daughter's child in case the deceased daughter was a widow at the time of her death, and where no parent of the member is alive: and a paternal and maternal grand-parent;

Md. Wahiduzzaman Khandaker
Chief Executive Officer
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(o) "Financial Year" means the period beginning on the first day of July and ending on the thirtieth day of June;

(p) Words of the masculine gender shall, unless a contrary intention appears, be taken to include the feminine:

(q) Words of the plural number shall, unless a contrary intention appears, be taken to include the singular and vice versa.

3. **Commencement:**

The Fund and these Rules shall be deemed to commence and have effect from the ---------- day of --------- 2009.

4. **Objects:**

The objects of the Fund shall be to provide every member with a sum of money the amount of which will be ascertained according to these Rules, payable to him on the termination of his/her service with the Company or to his nominee in the case of death.

5. **Eligibility of Membership:**

(a) All Employees of the Company (who are nationals of Bangladesh) other than those employed on probation or as apprentice or on temporary basis, or those who subscribe to any other Provident Fund or to a Provident Fund to which the Provident Fund Act, 1925 applies and those on whose behalf the company has to make a contribution for pension and or Provident Fund to the Government or any other employer shall be eligible to become members of the Fund.

(b) Notwithstanding anything contained in this Rule, the Company may, if it thinks fit, any time admit Directors of the company other than those who subscribed to any other Provident Fund or to a Provident Fund to which the Provident Fund Act, 1925 applies to the benefits of the Fund.

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Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd
Head Office, Dhaka

(c) Subject to the provisions of clauses last proceeding every employee being in the service of the Company, on the ---day of ----,2009 may at his option, and every employee being appointed to the service of the Company thereafter shall become a member of the Fund, and shall sign an agreement in the Form set forth in the First Schedule hereto or such other Form as from time to time shall be prescribed, provided that a subscriber to a Provident Fund recognized under the Income tax Ordinance, 1984, or to which the Provident Fund Act,1925 applies may effect to discontinue as a subscriber thereto and if he does so, he shall be required and be entitled to become a member of the Fund.

(d) Any question as to whether an employee is or is not entitled to become a member of the Fund shall be referred to the Company, whose decision shall be conclusive and binding upon all the parties.

(e) A member once having joined the Fund shall not be permitted to resign his membership to the Fund so long as he continues to be in the service of the Company.

6. **Termination of Membership**:

A member of the Fund casing for any reason whatsoever to be in the service of the Company shall thereupon cease to be a member of the Fund. A member shall not be deemed to have ceased to be in the service of the Company merely by reason of his services having been lent to any other concern, business or party.

7. **Copy of the Rules to a member**:

A member shall be bound by the Rules and shall be entitled to a copy thereof free of charge in the case of the first copy supplied to him and on payment of such sum as the Trustees may from time determine for each subsequent.

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8. **Member's contribution:**

(a) Each member shall contribute to the Fund during the period of his/her service at the rate determined by the Company/Government from time to time and at present @ 10% (ten per cent) of the basic salary or wages.

(b) Deduction at the above rate shall be made from the member's salary or wages at the time of each, periodical payment and the amount so deducted shall be paid by the Company to the Trustees.

9. **Company's Contributions:**

For and in respect of each month the Company shall contribute to the Fund a sum equal to the aggregate amount contributed to the Fund in that month by all the members in accordance with Rule 8 (a) hereof and pay the same to the Trustee to be brought into account and dealt with as contributions to the Fund under the provisions of these Rules.

10. **Contribution how to be calculated:**

(a) The percentage to be deducted from each member's salary or wages and the Company's contribution shall be calculated on the salary or wages as defined in Rule 2 hereof and whom on leave the contribution of each member and the Company's contribution shall during the period of his/her leave be calculated upon the basis of his/her leave salary and wages.

(b) For all purposes of these Rules, calculation shall be made to the nearest Taka.

(c) The Company shall not be under any liability whatsoever in respect of the Fund nor shall the Company be deemed to accept any responsibility in relation to the Fund other than that of making the payment by these Rules.

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Md. Habibur Rahman
Deputy General Manager

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11. **Bank accounts and investments**:

(a) All investments of the Fund and the banking account of the Fund shall be in the name of the Fund.

(b) The Trustees may from time to time by resolution under their signatures authorize any two of them to sign or endorse for transfer, conversion or payment of any securities held by the Trustees and may by resolution authorize any one or more of them to sign or endorse cheques, drafts, interest, warrants or receipts and may also authorize the Secretary to sign receipts.

(c) The Trustees shall cause all necessary books of accounts to be kept at the Head Office of the Company at Dhaka showing the disposal of the moneys coming to their hands, and shall maintain individual accounts for each member of the Fund.

12. **Individual accounts**:

The sums from time to time subscribed by each member under Rule 8(a) hereof shall forth with on payment thereof be entered in the books of the Fund and be credited therein to the account in the name of such member and such account shall be styled "Own contributions Account" and the sum from time to time contributed by the Company under Rule 9 hereof shall forthwith on payment hereof be entered in the books of the Fund and be credited therein to distinct accounts in the names of the members each of such last mentioned members being entitled to receive credit for a share in the sums contributed by the Company equal to the sum subscribed by such member under Rule 8(a) in respect of the same period. Each such distinct account shall be styled "Company's Contribution Account". Provided, always and it is hereby expressly declared that all contributions by the Company are and will made in consideration of each and every member and also the money belonging to the Fund being bound by and subject to these Rules or other Rules for the time being in force, and in particular by and to all the provisions of Rules 20 and 23 hereof.

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Executive Officer
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Head Office, Dhaka.

13. **Members of another Provident Fund may join this Fund.**

It shall be lawful for the Trustees to receive from the Trustees of any other Provident Fund established for the employees of any Company/Corporation/Firm associated with or under the management of the Company/Corporation. Such amounts as may be certified by the Trustees of such other Provident Fund as aforesaid in respect of the members thereof who become eligible to and join the Fund and on such receipts the amounts certified by the trustees of such other Provident Fund as aforesaid as representing members contributions and accretions there to shall be treated as contributions made by members and devolve as member's contribution under these Rules and the balance of the moneys shall devolve as Company's contributions under these Rules it being expressly declared that the amounts as transferred shall be deemed to have been accepted by each of such members in lieu of any than present of future claims if any to which they might otherwise entitled at any time under the Rules of such other Provident Fund as aforesaid and the Receipt by the Trustees of the Fund for and in respect of the amounts so received shall be deemed to be a due discharge by such members to the Trustees of such other Provident Fund for and in respect of all claims if any of such members against such other Provident Fund as aforesaid or the Trustees thereof.

14. **Deposits of Funds**:

The Trustees shall from time to time pay into any schedule Bank jointly selected by the Company and the Trustees, to the credit of the Fund to an account to be opened in the name of the Fund, all moneys received by the Trustees on behalf of the Fund. All moneys to the credit of such account shall be dealt with only in accordance with these Rules.

15. **Investments:**

All moneys from time to time contributed to the Fund by the members and the Company and paid to the Trustees or accruing by way of interest or otherwise to the Fund and not immediately required for the purposes of the Fund shall from time to time be invested in the name of the Fund at the discretion of the Trustees in Securities specified in section 20/(01) of the Trust

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Act, 1882, with power to the Trustees in their discretion from time to time vary or transpose such investments into or for others of a like nature.

16. **Losses:**

Any loss to the Fund including any loss on diminution in value of the investment of the Fund from any cause whatsoever and all other costs, charges and expenses to which the Trustees of the Company shall be put in connection with the Fund or any claim thereon for any reason whatsoever shall be borne by and be a charge on the Fund and shall be paid there out as the Trustees may determine.

17. **Auditors:**

The Trustee will appoint a firm of Chartered Accountants with the consent of the management to certify the correctness of accounts of the fund for each calendar year. However the audited accounts of the Provident Fund Trust will have to be adopted in Trustee meeting in due course. Every member of Provident Fund will be allotted a number & be eligible to obtained statement of his account at the end of the year. A copy of the audited accounts of the fund shall be sent to the management of the company.

18. **Yearly Account:**

As soon as may be after the 30th day of June in each year the Trustees shall prepare a balance sheet and revenue accounting showing the amount available on such 30th day of June for division among the member arising out of the interest received and accrued on the securities, any donations or moneys given to the Fund and all other moneys (if any) that should properly be brought into the account, and the Trustees shall, having regard to the amount of such income, determine a rate percent per annum for crediting each member`s account on the amounts standing to his credit on the said 30th day of June in "Own Contribution Accounts" and "Company's Contribution Accounts" respectively.

19. **Interest and adjustment**:

On or as soon as may be after 30th day of June every year the Trustees shall ascertain the market value as on the 30th day of June of the total investment and securities representing the Funds of the Fund and any fall in the market value of any of such investments and securities below their costs shall be covered by creation of any Investment Reserve Account and the amount to be placed to the credit of this said Investment Reserve Account shall be appropriated from the Revenue Account referred to in Rule 18 hereof. In determining the market value of the Fund's investments, appreciation in the value of any of the investments above their costs shall be ignored.

20. **No payment unless it is due**:

Except as is by these Rules expressly provided no member or any person or persons on his behalf, in respect of his interest in the Fund shall be entitled to claim any payment of money to him or them.

21. **Disbursement:**

(a) **Company to furnish all particulars**: It shall be the duty of the Company to furnish the Trustees on request with all necessary particulars to enable the Trustees to decide what amount in payable out of the Fund at any time under these rules.

(b) **Time within which payment is to be made**- The Trustees will settle the account of the member within a reasonable time not exceeding 45 days from the date when any payment becomes due.

(c) **Trustees power of borrow**: For the purpose of making any such payment the Trustees shall be at liberty in their discretion either to have recourse to any amount in the bank account or accounts or to realize investments or both or to borrow from any bank or banks or from other such person or Company as the Trustees may in their discretion decide without security or upon the security of all or any of the securities in which the Fund or any part of the Fund may from time to time be invested, with power to pledge or charge such securities, whether by endorsement, transfer, deposit or otherwise as security for the amount or amounts so borrowed as aforesaid and interest thereon.

(d) **Receipts**- The receipts of the Trustees for the purchase moneys of any property held by the Trustees and sold by them or other effects shall be a good and sufficient discharge to the persons paying or delivering such moneys or effect which in or by such receipts shall be expressed to be or to have been received and the persons paying of delivering such moneys or effects and taking such receipts as aforesaid shall not be obliged or required to see the application of the said money or effects or be answerable or accountable for the misapplication or non-application thereon.

22. **Nominations**:

(a) Each Subscriber shall at the time of joining the fund nominates a person who has attained his/her majority to whom the amount to the credit of such Member shall be payable in the event of the death of the Member while in the service of the organization. Such nomination is to be made in writing and executed in presence of two witnesses. A member may change his/her nominee by a written instruction addressed to the Trustees of the Fund. In the event of the death of the nominee prior to the death of the Member and no other person having in this interval been nominated by the Member, the amount standing at credit of the Member shall be dealt with in accordance with the Rule-B.

(b) Payment in case of Death of a Member in absence of Nominee:

On the death of a Member not serviced by a nominee under Rule-A full amount due to the Member according to these Rules shall be paid without deduction to his/her legal Heirs or Executors or Administrators or at the absolute discretion of the Trustees, the amount or any part thereof may be paid to the widow, child or children or their guardian or custodian or other near relative or relatives of the deceased Member or any other person or persons appearing to them to be the proper party or parties to receive the amount without any representation to the

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estate of such a deceased Member or any Succession Certificate being obtained and in such proportion as the Trustees may deem fit, irrespective of the period for which the Member may have served and such payment shall be a good discharge to the Trustees against all claims whatsoever in respect of the said fund by any one whosoever claiming for the said deceased Member or otherwise.

23. **Assignment not recognized:**

Except so far as nomination prescribed by the last preceding Rule operation as such, the Trustees will not be bound by or recognize any assignment of or encumbrance on his share or interest in the Fund or any part thereof executed or attempted to be created by a member of the Fund during his service and no member shall be entitled to transfer whether by way of security or otherwise howsoever any interest whether present or future he may purport to have in the moneys standing to his credit in the Fund or any part thereof. Any such transfer or assignment or encumbrance it purporting to be made shall be invalid and the Trustees will not recognize the same or be bound by any notice thereof sent to them and all moneys standing to the credit of any member who shall purport to transfer or encumber his share or interest in the Fund or any part hereof as aforesaid shall, unless the Trustees shall in their absolute discretion otherwise determine, forthwith lapse to the Fund as from the date of such transfer and shall be dealt with by the Trustees as provided in Rule 22 hereof.

In the event of any prohibitory order or attachment or process of a Civil Court being served upon the Trustees of the Company or any person on its behalf by which any money standing to the credit of any member in the Fund shall be sought to be attached or be required to be paid into any Civil Court or be ordered to be withheld from such member all moneys standing to the credit of such member in the Fund shall, unless the Trustees shall in their absolute discretion otherwise determine, forthwith lapse to the fund and shall be dealt with by the Trustees as provided in Rule 32 hereof, provided that the Trustees shall be at liberty in their uncontrolled discretion any time thereafter to pay such amount or any part thereof for the benefit of the family or dependents of such member. No certificate or pass book given by the Trustees to any member shall be hypothecated or delivered by way of security to any one if so hypothecated or delivered shall no conform on the holder thereof any right or interest in the Fund.

24. **<u>Benefits</u>**:

(1) <u>Payment on death</u>- Subject to hereinafter provided, on the death of a member, whatever his length of service, before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made:-

(a) When the member leaves a family-

(i) If a nomination made by the member in accordance with the provisions of Rule 22 in favour of a member or members of his family subsists, the entire amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination.

(ii) If no such nomination in favour of a member or the family of the member subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof, to which the nomination does not relate as the case may be shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares;

Provided that no share shall be payable to:-

(1) Sons who have attained legal majority:

(2) Sons of a deceased son who have attained legal majority;

(3) Married daughters whose husbands are alive;

(4) Married daughters of a deceased son whose husbands are alive; if there is any member of the family other than those specified in clauses (1), (2), (3) and (4);

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member and had been exempted from the provisions of clause (i) of the first proviso.

(b) When the member leaves no family-

(i) If a nomination made by him in accordance with the provisions of Rule 22 in favour of any person or persons subsists, the entire amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nominations:

(ii) If so such nomination in favour of any person or persons subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does no relate, shall be paid by the Trustees to his dependent or dependents or to any one or more of them and in such proportion as the Trustees may in their absolute discretion think proper.

Provided always that If such member shall be guilty of misconduct whilst in the service of the Company than provisions of Rule 26(b) hereof shall apply, save as directed otherwise by the Company.

(c) Any such payment shall be a full discharge to the Fund and the Trustees in respect of the members share and interest in the Fund.

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(2) **When the member becomes insane**- If any member shall become insane or otherwise mentally incapacitated to act and the same shall be proved to the satisfaction of the Trustees they may authorize any moneys to which such member may become entitled under these Rules to be paid to any person whom they shall judge proper to receive the same as per Lunacy Act, 1912 in the best interest of such member and the receipt of the person to whom such payment is made shall be a good discharge for the same.

(3) **When member entitled to payment**- Subject as hereinafter provided, a member on ceasing to be a member shall be entitled to the amount standing to his credit in "Own Contribution Account" and, if he shall on completion of 3 years satisfactory service, voluntarily leave the service of the Company after giving due notice or if his services are terminated by the Company otherwise than for misconduct as defined in Rule 26(b) hereof or if he had completed his contract with the Company satisfactorily, shall also be entitled to the amount standing to his credit in "Company's Contribution Account".

Provided always that all amounts, if any, due from any member shall on the making up of his account be debited to his account in the fund. For the purpose of these Rules the period of service of a member with the Company shall be calculated from the date of his joining the company's service. In case, a member leaves the service of the Company and subsequently rejoins it then his period of service shall be calculated from the date of his rejoining the Company's service.

The Company shall decide whether a member has put in satisfactory service within the meaning of this Rule or not and their decision shall be final and binding in every case upon the Trustees and the member and any other person interested in the Fund.

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Provided further that if a member dies or for any reason ceases to be a subscriber, the amount standing to his credit in the Fund including interest/ dividend up to that date under Rule shall become payable to him or his nominee subject to any deduction authorized under the Rule.

For the purpose of these Rules, the period of service of a member with the Company shall be calculated from the date of his joining the Company's service. In case, a member leaves the service of the Company and subsequently rejoins it then his period of service shall be calculated from the date of his rejoining the Company's service.

25. Members of the Fund may join another Fund:

Notwithstanding anything contained elsewhere in these Rules, in the event of any employee or any class of employee eligible for membership of the Fund under these Rules become eligible for membership or any other provident Fund (recognized under the provisions of the Income Tax Ordinance, 1984 or to which the Provident Funds Act, 1925 applies) established by the Company or by any Corporation, Firm, Estate or concern associated with or under the management of the Company it shall be lawful for the Trustees to transfer to the Trustees of such other Fund the Amount standing as at the close of the last financial year to the credit of the members of the Fund who become eligible to join and in fact join such other Provident Fund as aforesaid (together with the Company's and their own paid up subscription for the current year) whether or not such amounts are then due and payable provided that the amounts so transferred shall be deemed to have been accepted by each such member in lieu of any then present or future right and claims if any to which they might otherwise be entitled at any time under these Rules and the receipts by the Trustees of such other Provident Fund as aforesaid for and in respect of the amount so transferred shall be deemed to be a due discharge by such members to the Trustees for and in respect of any present or future claim if any of such members against the Fund or the Trustees.

26. **Determination of amount payable**:

(a) Any member whose service in terminated at any time on account of continued illness, not being due to his own default, incapacitating him from the proper discharge of his duties, and upon a certificate to this effect being given by a medical practitioner nominated by the Company or whose service is terminated on account of reduction of staff or some other cause beyond his own control not being a cause of nature, provided for in Rule 40 shall be entitled to the full amount standing to his credit. In case of termination by the Company of a member`s service, otherwise than for misconduct as mentioned in Sub-Rule (b) hereof, the Company shall have to decide whether such termination has resulted from any cause falling within this Rule or not and their decision shall be final and binding in every case upon the Trustees and the member or any person interested in the Fund.

(b) A member who ceases to be a member by reason of his being dismissed from the service of the Company for misconduct whatever the period of service, or whose services is terminated for any other cause not falling within the provisions of Sub-Rule (a) hereof without having completed 3 years satisfactory services shall not be entitled to any part of the amount standing to his credit in "Company's Contribution Account".

The term "misconduct" without prejudice to the generality of the term and every meaning which may be assigned to the term in law, shall be deemed to include inter alia offences relating to dishonesty, insubordination, intemperance, taking part of inciting others to take part in an illegal strike, gross negligence, habitual absence from duty, the offering or acceptance of bribes, acts of affecting Company's rule, impersonation, trading on occupation allowing down of normal work, or inciting others to slow down, theft, fraud in connection with Company's business any acts liable to cause danger to himself or co-workers conduct in private life calculated to injure the Company or bring it into disrepute and conviction by a Court for offences punishable under the Bangladesh Penal Code. The Company shall decide whether a member has been guilty of misconduct within

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the meaning of those rules and their decision shall be final and binding in every case upon the Trustees and the member and any person interested in the Fund.

Provided that the Trustees may at any time, with the consent of the Company pay to any such dismissed member the amount to which he would have been entitled to under Rule 43 if he had voluntarily retired from the service of the Company and had not been dismissed.

27. **Bonuses to be paid**:

Notwithstanding anything to the contrary contained in Rules 24 (3) and 26 (b) any additional contribution made by the Company under Rule 9 shall for the purposes of Rules 24(3) and 26 (b) be deemed to have been subscribed by the member who resigns or is dismissed (as the case may be) and shall be paid to such member accordingly.

28. **Lapses & Forfeiture Accounts, Company's Lien:**

If by the application of any of the provisions of Rules 23, 24 (3) and 26(b) any amount in the Fund standing to the credit of a member is withheld or forfeited and not payable or paid to him or to the Company it shall be credited to the Lapses and Forfeiture Account provided always that the Company shall have first charge upon this amount not exceeding the amount (excluding bonuses) standing to his credit in "Company's Contribution Account" forfeited to a member as above for payment to the Company of any claims by the Company against the member in respect of all losses, damages, costs and expenses which the Company may at any time have sustained or been put to by reason of any negligent act or omission or fraud of by such member, and the Company shall be entitled to assess the amount of such losses, damages, costs and expenses and its declaration in that behalf shall be final an conclusive and the Trustees shall pay to the Company upon demand the amount so assessed out of the forfeited amount. The receipt of the Company for any moneys paid to the company under this Rule shall be a due discharge to the Trustees in respect of any such payment.

Md. Wahiduzzaman Khandaker
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ICB Asset Management Company Limited

29. **Determination of amount payable**:

The amount payable to an employee ceasing to be a member or to the persons entitled thereto under these Rules shall be sufficiently ascertained and determined by a certificate signed by two of the Trustees and payment of such amount so certified to the member or other person or persons entitled thereto under these Rules shall operate as a full and sufficient discharge of all liabilities of the Fund and of the Trustees in respect thereof.

30. **Certificate** :

In all cases wherein a certificate shall be required of the amount of the balance standing in the books of the Fund to the credit of a deceased member, for the purposes of obtaining free of stamp duty, probate of will or letters of Administration or any purpose such certificate shall be in the following form-

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

"TO

ICB ASSET MANAGEMENT COMPANY LIMITED,
EMPLOYEE PROVIDENT FUND.

It is hereby certified that the balance standing in the books of ICB ASSET MANAGEMENT COMPANY LIMITED, EMPLOYEE PROVIDENT FUND to the credit of ....

______________________ of ______________________ numbered above on the day of ______

200 was TK. (Taka) only.

Dated this ______ day of __________

Entered ______________

Examined ____________

Secretary of the Trust'...

31. Withdrawals:

(1) A temporary advance at the discretion of the Trustees may be granted to a member from the amount standing to his credit in the fund on account of his own contribution subject to the following conditions:

(a) No advance may be granted unless the Trustees are satisfied that the applicant's pecuniary circumstances justify it, and that the amount advanced will be expended on the following object or objects and not otherwise:

(i) To pay expenses incurred in connection with the prolonged illness of the member or any person actually dependent upon him;

(ii) To pay forever so as passage for reason of health or education of the applicant or any person actually dependent on him;

(iii) To pay expenses in connection with marriage or funerals, which by religion of the member it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred;

(iv) To meet the expenditure on building or purchasing a house or a site for a house provided that such house or site is assigned to the Trustees of the fund;

(v) To pay the premium on policy of insurance in the life of the member provided that such policy is assigned to the Trustees of the Fund.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Provided however, that at the discretion of the Trustees of the Fund the condition of such house or site and insurance policy being assigned to the Trustees of the Fund may be waived in the case of employees whose income under the head salaries does not exceed TK.10,000/- per annum.

(b) **Limit of the amount of advance.** Any advance, if made for an object specified in clause (a) above shall not exceed 80% (eighty per cent) of his "Own Contribution" to the Fund.

(c) No second advance.- Except as hereinafter provided a second or subsequent advance shall not be granted until at least 3 months have elapsed since the complete repayment of a previous advance together with interest.

(2) **Number of installments of recovery:-** An advance shall be recovered from the member in such number of equal monthly installments as the Trustees may direct but such number of installments shall not be less than 12 nor more than 36. A member may at his option make repayment in a smaller number of installments than the number directed.

(3) **How recovery to be made:-** Recovery shall be made by deduction from the member's salary or wages as provided for payment of his contribution. The deduction shall commence from the second periodical payment made after the advance has been made or in the case of a member on leave without pay from the second periodical payment made after his return to duty.

(4) **Interest on advance:-** Interest on advance shall be calculated @8% on product basis (reducing balance method) and shall be recovered along with monthly installments as directed.

Provided no interest shall be charged on an advance taken by a member who will not accept any interest on his Provident Fund contribution.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

32. <u>Lapses and Forfeiture Account:</u>

Except as provided in the proceeding Rules, the Company shall not be entitled to recover any sum whatever from the fund and all moneys withheld or forfeited and not payable to the Company in accordance with Rule 28 and all balances in the Fund remaining unclaimed after five years and any profit from the investments of such balances on their realization shall be transferred to a separate account to be styled "Lapses and Forfeiture Account". The amount in such account shall be utilized primarily to meet any loss from investment of the Fund on their realization and secondly for the benefit of members and/or retired members and/or dependents of deceased members and/or any such persons collectively and/or for such purposes connected with the Fund in such manner and to such extent as the Trustees may at their discretion think fit.

33. <u>Company's contribution when Government by Legislation requires the Company to contribute to any other amenity.</u>

Should any Government at any time during the subsistence of the Fund enact any legislation requiring the Company compulsorily to contribute to any other Fund or to pay any levy, tax, assessment, rate or other single or recurring charges from its own capital or income for any unemployment, health, retirement or other benefit or any of the Company employee for the time being then the Company shall be at liberty forthwith to reduce its rate of contributions to the Fund by an amount equivalent to the Government's said levy, tax, assessment, rate or charge and if the later be equal to $6\frac{1}{4}$% of the salary or wages of the employee, then the Company shall be at liberty forthwith to cease making any further contribution whatsoever to the Fund. Provided that, if the Company shall exercise its rights to decrease or discontinue its contribution then, the employees who are member shall have the right as from the same date and to a like extent to decrease or discontinue their contribution to the Fund.

34. Accounts of recognized Provident Fund:

(1) The accounts of a recognized Provident Fund shall be maintained by the Trustees of the Fund and shall be in such form and for such periods and shall contain such particulars as the Board may prescribe.

(2) The accounts shall be open to inspection at all reasonable times by the Income Tax authorities and the Trustees shall furnish to the Deputy Commissioner of Taxes such abstracts thereof as the Board may prescribe.

35. Effects of withdrawal of recognition:

If the Commissioner withdraws recognition of a recognized Provident Fund, the balance to be the credit of each employee at the end of the financial year prior to the date of withdrawal of recognition shall be paid to him free of tax at the time when such employee receives the accumulated balance due to him and the remainder of the accumulated balance due to him shall be liable to tax as if the fund had never been recognized.

36. Exemption of accumulated balance from tax:

Where an employee participating in a recognized Provident Fund has rendered continuous service with his employer for a period of not less than five years, and the accumulated balance due to him becomes payable, such accumulated balance shall be
exempted from payment of tax and shall be excluded from the computation of his total income.

Provided that the Commissioner may allow such exemption and exclusion where the employee has rendered continuous service with the employer for a period of less than five years, if in his option, the service has been terminated by reasons of employee's ill health, or by the contraction or discontinuance of the employer's business, or other cause beyond the control of the employer.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Begum

37. Tax on accumulated balance:

Where exemption from payment of tax is not allowed under Rule 36, the Deputy Commissioner of Taxes shall calculate total of the various sums of tax which would have been payable in respect of his total income for each of the years concerned if the fund had not been recognized provident fund, and the amount by which such total exceeds the total of all sums paid by or on behalf of such employee by way of tax for such years shall be payable by the employee in addition to any tax for which he may be liable for the income year in which the accumulated balance due to him becomes payable.

38. Deduct at source of tax or accumulated balance due:

The Trustees of a recognized Provident Fund, or any other person authorized by the regulations of the Fund to make payment of accumulated balance due to employees shall, at the time an accumulated balance to an employee is paid, deduct there from any tax payable under Rule 37 and the provisions of Chapter VII of the Income Tax Ordinance, 1984 shall, so far as may be, apply as if the accumulated balance was income chargeable under the head 'Salaries'.

39. Effective arrangement to secure deduction of tax.

The Fund has made effective arrangements to secure deduction of tax at source from any payment made from the fund which is taxable income and falls under the head 'Salaries' as per provisions of section 30 (d) of the Income Tax Ordinance 1984.

40. Closing and winding up of Fund.

The Trustees may at any time with the consent of the Company and shall if so directed by the Company on giving at least six months notice in writing to each member personally or by sending the same by registered post, to his last known address, or by posting such written notice in a prominent place in the office of the Company wind up the Fund and pay out of its assets to each member the sum then standing to his credit after paying and discharging the costs, charges

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

Tahamina Begum
Service
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka

and expenses of and incidental to the realization, wind up and distribution of the assets and after the accounts shall have been finally closed in accordance with the Rules of the Fund then in force and thereupon this Fund shall cease to exist and the Rules thereof shall cease to have any effect other than for the purposes of determining any right or title or exercising any power or discretion in relation to the winding up or the distribution of the assets. No person not already a member of the Fund shall be admitted as a member of the Fund after the issue of such notice as aforesaid. In the event of the company going into liquidation whether voluntary or compulsory (save for the purpose of reconstruction or amalgamation) the Fund shall automatically cease and determine and the Trustees thereupon windup the Fund and distribute its assets in the manner herein before provided in this Rule.

41. Distribution of assets on closing and winding up:

If on the closing and winding up of the Fund after payment to each member the sum then standing to his credit any surplus to the credit of 'Lapses and Forfeiture Account' shall remain in the hands of the Trustees, the Trustees shall pay to the Company there out such amounts as had at any time been taken to the 'Lapses and Forfeiture Account' from the accounts of a member or members and were recoverable by the Company under the provisions of these Rules but which had not been received. Any surplus in either of such accounts remaining in the hands of the Trustees after such payment as aforesaid shall be payable to the members of the Fund, at the date of its closing in proportion to the total amount standing to the credit of each members account on such date. The Funds accounts shall thereafter be audited and closed.

42. Notices:

(a) For the purposes of these Rules a notice to a member may be given exhibiting the same in a conspicuous position in the building in Bangladesh in which the member is employed.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Amzad Hossain
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Tahamina Begum

(b) A notice to the Secretary of the Fund or to the Trustees may be given by sending the same through the post or delivering the same by hand in a letter addressed to him or them at the Company's Head Office.

(c) A Trustee for the time being out of Bangladesh shall not be entitled to notice of a meeting of the Trustees.

43. Arbitration:

Any dispute or difference which may arise between any member or his executors, administrators, nominees or representatives and the Trustees or between any member or his executors, administrators, nominees or representatives and the Company as to the construction, meaning, operation or effect of any or the Rules or as to any right, duty or obligations of any member or the Trustees or the Company there under or as to any matter arising out of the same shall be referred to the arbitration of a single arbitrator in Dhaka if the parties to the dispute can agree upon one otherwise to two arbitrators in Dhaka one to be appointed by each party to the difference which arbitrators shall appoint an umpire in Dhaka before entering upon reference and in either case in accordance with and subject to the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof for the time being in force. Nothing herein contained shall be deemed to limit or effect any discretion vested in the Trustees under any of the Rules, or any decision of the Trustees or the Company on any matter left to the discretion of the Trustees of the Company by any of the Rules.

Md. Waniduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

A.S.M. HAIDARUZZAMAN
Senior Principal Officer

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd
Head Office, Dhaka

FIRST SCHEDULE- RULE 5(C)

ICB ASSET MANAGEMENT COMPANY LIMITED
EMPLOYEE PROVIDENT FUND TRUST
BSB BHABAN (13TH FLOOR), 8, DIT AVENUE, DHAKA
BANGLADESH

FORM OF APPLICATION FOR ENROLMENT AS MEMBER

I ________________________ S/o ________________________ do hereby declare that I have read and understood the rules of the above fund and agree to become a member thereof and to be bound in all respects by the rules of the same for the time being in force.

I hereby authorize and request you to deduct from my salary/wages such subscription as I may from time to time be liable to pay under and in accordance with the rules, a copy of which has been furnished to me, and to pay the same to the Trustees of the said fund.

Full name of the applicant-
Permanent address-
Date of birth-
Nature of employment-
Department/Section-
Date of entry into service of the company-
Present Salary/Wages-

Dated this the ____________ day of ____________ 200

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Witness to the signature of the Applicant.

1.

SIGNATURE OF THE APPLICANT

2.

Forwarded to the Trustees.

Applicant joined in service on ____________ and eligible to become a member.

General Manager (Adm/Estt)

ICB ASSET MANAGEMENT COMPANY LIMITED

Admitted to the benefits of the fund on ____________

No. ____________

Date.............................

Secretary of the Fund

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Tanzina [illegible]
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

Tahamina Begum
Service
ICB Asset Management Co Ltd.
8, DIT Avenue, Dhaka

FORM-'A'

SECOND SCHEDULE- RULE 22 (d)

FORM OF NOMINATION

(When the member has a family)

I, ________________________________ hereby nominate the person(s) mentioned below is/are member(s) of my family as defined in rule 2 of the ICB ASSET MANAGEMENT COMPANY LIMITED employee Provident Fund Trust Rules to receive in the event of my death, the amount that may stand to my credit in the Fund, in the manner shown against his/their name(s).

I, do hereby appoint the person(s) named in the column 5 to receive payment on behalf of nominee(s) who is/are minor(s) or is/are suffering from a legal disability.

Name and address of the nominee(S)	Relationship with the members	Whether major or minor or suffering from other legal disability. If minor state his/her age	Amount or share of accumulation to be paid to each	Name and address of the person to whom payment is to be made on behalf of the minor or persons suffering from other legal disability	Sex and percentage of person mentioned in col. 5
1	2	3	4	5	6

Dated, this the ________ day of ________ 200 at ________ NO. ________

____
Signature of the member

Two witnesses to signature of the member who must sign in the presence of each other and in that of the member all being present at the same time.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka

Tahamina Begum
ICB Asset Management Co Ltd.
8, DIT Avenue, Dhaka

1. Signature-
   Designation-
   Address-

2. Signature-
   Designation-
   Address-

Registered

Secretary of the Fund

Note: * This column should be filled in sd as to cover the whole amount that may stand to the credit of the member in the fund at any time.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
ICB Asset Management Co. Ltd.
Head Office, Dhaka.

Tahamina Begum
[illegible]
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka

FORM- 'B'

SECOND SCHEDULE- RULE 22 (d)

FORM OF NOMINATION

(When the member has no family)

I, ______________________ hereby nominate the person(s) mentioned below to receive in the event of my death the amount that may stand to my credit in the fund, ICB ASSET MANAGEMENT COMPANY LIMITED Employee Provident Fund Trust in the manner shown against his/their name(s).

I do hereby appoint the person(s) named in column 4 to receive payment on behalf of nominee(s) who is/are minor(s) or is/are suffering from a legal disability.

Name and address of the nominee(s)	Whether major or minor or suffering from other legal disability. If minor state his/her age	Amount or share of accumulation to be paid to each	Name and address of the person to whom payment is to be made on behalf of the person suffering from other legal disability	Sex and percentage of person mentioned in col. 4
1	2	3	4	5

Dated, this the _______ day of _______ 200 at _______ NO. _______

____
Signature of the member

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Assistant General Manager
ICB Asset Management Company Ltd.
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

Tanzina Ahsan
Executive Officer
Asset Management Co. Ltd
Head Office, Dhaka.

Tahamina Begum

Two witnesses to signature of the member who must sign in the presence of each other and in that of the member all being present at the same time.

1. Signature-
   Designation-
   Address-

2. Signature-
   Designation-
   Address-

Registered

Secretary of the Fund

Note: * This column should be filled in so as to cover the entire amount that may stand to the credit of the member in the fund at any time.

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

APPLICATION FORM FOR TEMPORARY ADVANCE
ICB ASSET MANAGEMENT COMPANY LIMITED
EMPLOYEE PROVIDENT FUND TRUST
BSB BHABAN (15TH FLOOR), 8, DIT AVENUE, DHAKA
BANGLADESH

P.F. Account No.________________

Name of the applicant-
Designation-
Place of posting/Division-
Purpose of loan-
Amount of advance applied for TK.
Recoverable in __________ installments @ TK.
Per month from salary with effect from ....

____
Signature of applicant

Recommendation by the Head
of the Department/Division

FOR OFFICE USE
Amount of own contribution upto__________ TK. __________
Amount of previous advance (if any)__________ Dt.__________ TK.__________
Balance of advance (if any) TK.__________
Recommended for TK.__________ Recoverable in __________
Installments @ TK.__________ per month from his/her monthly salary.

SECRETARY (P.F) TRUSTEE TRUSTEE

APPROVED:

CHAIRMAN (P.F)

Payment reference __________ Dated __________
TK. __________ (Taka ____________________)

____
PREPARED BY
SECRETARY (P.F)

Md. Wahiduzzaman Khandaker
Chief Executive Officer
ICB Asset Management Company Limited

Md. Habibur Rahman
Deputy General Manager

Md. Amzad Hossain Kibria
Assistant General Manager
ICB Asset Management Company L[illegible]
8, DIT Avenue, Dhaka.

A.S.M. HAIDARUZZAMAN
Senior Principal Officer
ICB Asset Management Co. Ltd.
8, DIT Avenue, Dhaka.

IN WITNESSES WHEREOF, the parties hereto have signed and executed this Deed of Trust and Rules thereon on the day, month and year first above mentioned.

This Deed of Trust and Rules are completed in 41 (Forty One) typed pages and attested by 2 (two) witnesses.

For and on behalf of ICB ASSET MANAGEMENT COMPANY LIMITED

CHEIF EXECUTIVE OFFICER
ICB ASSET MANAGEMENT COMPANY LIMITED

TRUSTEE

WITNESSES:

1. Tohah Ahmad Khanchowdhury
Principal officer
ICB Asset management
company limited
Dhaka 1000

TRUSTEE

2. Muhammad Kamal Hossain
Asstt Executive officer
programmer
ICB Asset management
company limited Dhaka 1000

TRUSTEE

TRUSTEE

TRUSTEE

22/10/07

22/10/07

22/10/07

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
অর্থ বিভাগ, অর্থ মন্ত্রণালয়
রাষ্ট্রায়ত্ত প্রতিষ্ঠান শাখা-৪।
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নং-০৭.০০.০০০০.১২৯.০০.০০৫.১২-১২৩

তারিখঃ ১৪/০৭/১৪২৪বাঃ
২৯/১০/২০১৭খ্রিঃ

পরিপত্র

বিষয়ঃ The Contributory Provident Fund Rules, 1979 এর Rule 8 এর 1(b) এবং Rule 11(2) যথাযথভাবে পরিপালন সংক্রান্ত।

উপর্যুক্ত বিষয়ে সরকারের পেনশন স্কীমের আওতা বহির্ভূত রাষ্ট্রায়ত্ত/স্ব-শাসিত/বিধিবদ্ধ সংস্থা এবং অধিনস্থ অংগ প্রতিষ্ঠানসমূহের কর্মচারিদের জন্য প্রযোজ্য The Contributory Provident Fund Rules, 1979 এর Rule 8 এর 1(b) এবং Rule 11(2) এর বিধানসমূহ অভিন্নভাবে প্রতিপালন হচ্ছে না। The Contributory Provident Fund Rules, 1979 এর Rule 8 এর 1(b) এবং Rule 11(2) অভিন্নভাবে প্রতিপালনের সুবিধার্থে নিম্নরূপ নির্দেশনা জারি করা হলঃ

(ক) Rule 8 এর 1(b) অনুযায়ী বর্ণিত তহবিলে মাসিক কর্তনের পরিমান চাঁদা দাতার মূল বেতনের ৮$\frac{১}{৩}$% এর কম হবে না। ভগ্নাংশ পরিহার করে মাসিক কর্তনের পরিমাণ চাঁদা দাতার মূল বেতনের সর্বোচ্চ ১০% (দশ শতাংশ) নিধারণ করা হল।

(খ) মাসিক কর্তনের পরিমাণ সর্বোচ্চ ১০% হলেও Rule 11(2) অনুযায়ী সংশ্লিষ্ট প্রতিষ্ঠানের Contribution চাঁদা দাতার মূল বেতনের ৮$\frac{১}{৩}$% এর সমান হবে।

২। উপরোক্ত নির্দেশনাসমূহ অনুসরণের লক্ষ্যে প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য নির্দেশক্রমে অনুরোধ করা হল।

২৯.১০.১৭
মোহাম্মদ আবু ফারুক
যুগ্ম সচিব
অর্থ বিভাগ
ফোনঃ-৯৫৪০১৮৮

বিতরণঃ (জ্যেষ্ঠতা অনুযায়ী নয়);

১। মন্ত্রিপরিষদ সচিব, মন্ত্রিপরিষদ বিভাগ, বাংলাদেশ সচিবালয়, ঢাকা/মুখ্য সচিব, প্রধানমন্ত্রীর কার্যালয়, পুরাতন সংসদ ভবন, তেজগাঁও, ঢাকা।
২। বাংলাদেশের মহা হিসাব নিরীক্ষক ও নিয়ন্ত্রক, অডিট ভবন, ৭৭/৭ কাকরাইল, ঢাকা-১০০০।
-তাঁর অধীনস্থ সকল প্রতিষ্ঠানে এর অনুলিপি প্রেরণের জন্য অনুরোধ করা হল।
৩। সিনিয়র সচিব --(সকল মন্ত্রণালয়/ বিভাগ)।
-তাঁর অধীনস্থ সকল প্রতিষ্ঠানে এর অনুলিপি প্রেরণের জন্য অনুরোধ করা হল।
৪। সচিব/ভারপ্রাপ্ত সচিব -- (সকল মন্ত্রণালয়/ বিভাগ)।
-তাঁর অধীনস্থ সকল প্রতিষ্ঠানে এর অনুলিপি প্রেরণের জন্য অনুরোধ করা হল।
৫। হিসাব মহা নিয়ন্ত্রক, হিসাব মহানিয়ন্ত্রকের কার্যালয়, সেগুনবাগিচা, ঢাকা।
-তাঁর অধীনস্থ সকল প্রতিষ্ঠানে এর অনুলিপি প্রেরণের জন্য অনুরোধ করা হল।
৬। মহাপরিচালক, বাণিজ্যিক অডিট অধিদপ্তর, ঢাকা।
-তাঁর অধীনস্থ সকল প্রতিষ্ঠানে এর অনুলিপি প্রেরণের জন্য অনুরোধ করা হল।
৭। মহাপরিচালক, মুদ্রণ ও প্রকাশনা অধিদপ্তর, তেজগাঁও, ঢাকা (গেজেটে প্রকাশের অনুরোধসহ)।
৮। সিনিয়র সিস্টেম এনালিস্ট, আইটি সেল, অর্থ বিভাগ(পরিপত্রটি অর্থ বিভাগের ওয়েব সাইটে আপলোড করার জন্য অনুরোধ করা হল।)

সদয় অবগতির জন্যঃ

৯। অর্থমন্ত্রীর একান্ত সচিব, অর্থ মন্ত্রণালয়, বাংলাদেশ সচিবালয়, ঢাকা।
১০। অর্থ ও পরিকল্পনা প্রতিমন্ত্রীর একান্ত সচিব, অর্থ মন্ত্রণালয় ও পরিকল্পনা মন্ত্রণালয়, বাংলাদেশ সচিবালয়, ঢাকা।
১১। সচিবের একান্ত সচিব, অর্থ বিভাগ, অর্থ মন্ত্রণালয়, বাংলাদেশ সচিবালয়, ঢাকা।
১২। অতিরিক্ত সচিব(সকল)/যুগ্ম সচিব (সকল) এর ব্যক্তিগত কর্মকর্তা, অর্থ বিভাগ, অর্থ মন্ত্রণালয়, ।
১৩। গার্ড নথি/ সংশ্লিষ্ট নথি।