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## **DEED OF AGREEMENT**

This DEED OF AGREEMENT for loan of the Bus Bar Trunking System is made on January 31, 2016 of Christian era.

#### BETWEEN

M/S. JEANS PLUS LTD. having its address at Dag R.S. 228, J.L 73, Gorat, East Norshinghapur, Zirabo, Savar, Dhaka-1341, hereinafter referred to as the 'Buyer' also called the FIRST PARTY which expression, where the context so admits shall include its successors in interest and assigns of the FIRST PARTY.

#### AND

M/S. CROSS WORLD POWER LTD. having its office at House # 06, Road # 92, Gulshan-2, Dhakla-1212, Bangladesh, the local agent of Bus Bar Trunking System of EAE, Turkey, hereinafter referred to as the Contractor or Supplier which expression, where the context so admits shall include its successors in interest and assigns of the SECOND PARTY.

W H E R E A S for running the production of Jeans Plus Ltd without delay and to make timely shipment of the existing orders under offer acceptance mail dated 31 January 2016 for earning foreign currency, the  $2^{nd}$  party is giving the Bus Bar Trunking (BBT) system from their stock on loan to  $1^{st}$  party.

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# Terms and conditions:

A.1. PRICE: The 1st party will import the same BBT system from EAE, Turkey as soon as possible through opening of 100% At Sight L/C to return the loan to the 2nd party.

**A.2.** On arrival of the said imported consignment at Chittagong, the 1st party will arrange clearance of the consignment by the C&F Agent of 2nd party and will arrange delivery of the consignment to the godown of the 2nd party and the total cost of clearance and delivery will be borne by of 1st party.

**A.3.** As this stock of BBT system of  $2^{nd}$  party is under lien with NCC Bank , Moghbazar, Dhaka and is lying in the godown of NCC Bank , the  $1^{st}$  party will issue a cheque for Tk. 13,25,000.00 in favour of  $2^{nd}$  party vide cheque no. 6601873 dated 03.02.2016 of Jamuna Bank Limited to obtain NCC bank's permission for release of the lent BBT system.

If the 1st party fails to return the aforesaid product after clearance from port in good order and condition, the 2nd party is hereby authorized to encash the said cheque without any reference to the 1st party

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A.3- Extended of About

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### In witness whereof:

Both the  $1^{st}$  party &  $2^{nd}$  party have conceded in this agreement to be executed with their seal & signature as of the day and year first above written.

On behalf of First party (Buyer)

Shahid Sadat Director

Jeans Plus Ltd.

Witness
1. CAMPAN LAMA STAN GLOST
2...

On behalf of 2nd party (Supplier)

Iftekhar Karim
Chief Operating Officer
Cross World Power Ltd

Witness 1. 2.

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