

155816010023.txt

{1:F01PRBLBDDHA019.SN...ISN.}{2:I707TCZBTR2AXXXN}{3:{108:xxxxx}}{4:

:20/Sender's Reference : 155816010023
:21/Receiver's Reference : NONREF
:31C/Date of Issue : 160211
:30/Date of Amendment : 160308
:26E/Number of Amendment : 1
:59/Beneficiary (Before this amend) : EAE ELEKTRIK ASANSOR END. INSAAT
SAN VE TIC. A.S., ADD: AKCABURGAZ
MAH, 119 SOK, NO.:10 ESENYURT,
ISTANBUL, TURKEY.

:32B/Increase of Documentary Cr Amount : USD8692,
:34B/New Documentary Cr Amt After Amend : USD25465,00
:79/NARRATIVE : 01.IN FIELD NO.45A PLS READ
UNIT PRICE: 'USD24,005.00' I/O

'USD15,313.00'

TOTAL AMOUNT: 'USD25,465.00' I/O

'USD16,773.00'

SHIPPED AS PER

02.IN FIELD NO.45A GOODS NOW TO BE

INVOICE NO.

BENEFICIARY'S REVISED PROFORMA

25.02.2016.'

'CWPL/IFL/BBT/2016/001 DTD

ADD INSURANCE

03.IN FIELD NO.46A CLAUSE NO.06 PLS

NO. 'UIC/BIJOY/MC/ADDN-0011/03/2016

ADDENDUM

EXISTING.

DTD. 07.03.2016' IN ADDITION TO

NO.A PLS ADD

04.IN FIELD NO.47A CLAUSE NO.01 POINT

TO EXISTING.

LCAF NO. 'PBL-179516' IN ADDITION

LC SHALL

ALL OTHER TERMS AND CONDITIONS OF THE

REMAIN UNCHANGED.

REGARDS.

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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 Norshingapur, 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 2nd party is giving the Bus Bar Trunking (BBT) system from their stock on loan to 1st 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 2nd party is under lien with NCC Bank, Moghbazar, Dhaka and is lying in the godown of NCC Bank, the 1st party will issue a cheque for Tk. 13,25,000.00 in favour of 2nd 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

2 of 3

A.3- Extended at Above

2nd party shall not proceed for the
encashment without prior permission
1st party -

[Signature]
2nd FEB/16
MA Sawag
on behalf of
CROSS WORLD



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In witness whereof:

Both the 1st party & 2nd 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.

On behalf of
2nd party (Supplier)

Iftakhar Karim
Chief Operating Officer
Cross World Power Ltd

Witness

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Witness

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