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MEMORENDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as "MOU") is made and entered into on 26, October 2021 between the following parties.

BETWEEN

Jamuna Edible Oil Industries Ltd, referred here as "Jamuna" a Company incorporated in Bangladesh under the Companies Act 1994, represented by its Deputy Managing Director (Administration) having its office located at Sonadighi (Boiragitala), Godagari, Rajshahi, Bangladesh, **First party.**

AND

Cross World Power Limited, referred here as "CWPL" a company incorporated in Bangladesh under the Companies Act 1994 of Bangladesh represented by its Chief Operating Officer and herein after authorized representative of "Tempest" a worldwide generator manufacturer, having its Head Office located at Plot - 1/B, Road - 90, Gulshan - 2, Dhaka - 1212, Bangladesh, **Second party.**

WHEREAS the first party intend to procure a 650 KVA (prime) diesel genset, Brand: Tempest, Model: PL650 with Sync generator and the second party intend to supply the genset as per specification provided through its Offer letter (referred below in clause 1. a) & (b) and both parties agreed to go forward with this Memorandum of Understanding (Referred as 'MOU').

Terms and conditions:

The MOU is signed upon the following terms and conditions, which are included but not limited to and works as a governing principle of the two companies working relation and mutual understanding;

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



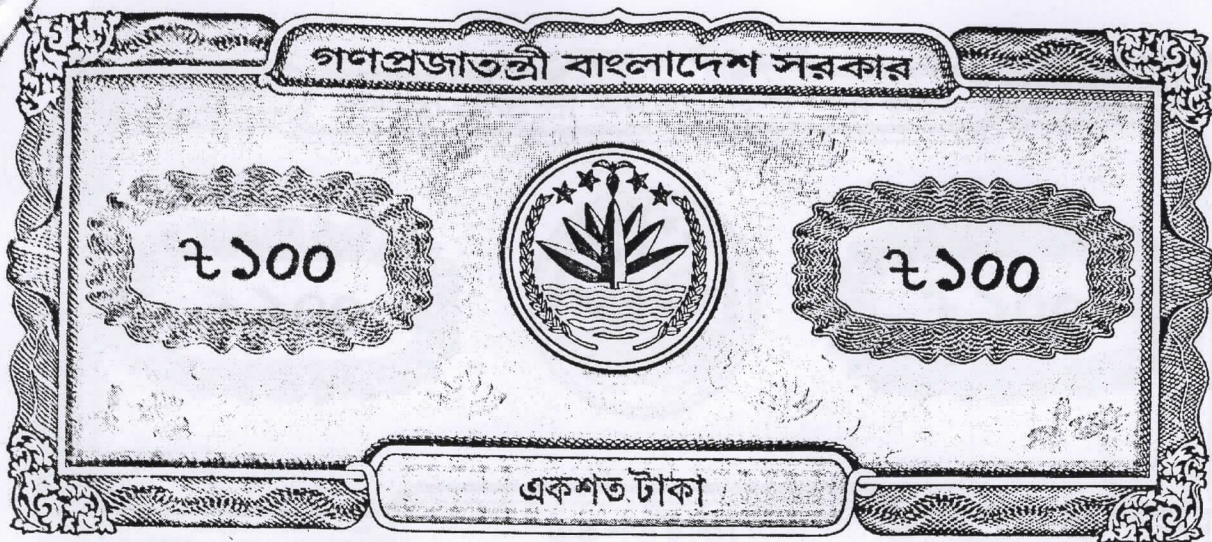
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1. Price:
 - a. The first party shall agreed with the offer submitted by second party vide its ref no: CWPL-AM/2370/21F380/2 dated 12-Oct-2021 (enclosed); and/or
 - b. The first party also agreed the alternative offer submitted by second party vide its ref no: CWPL-AM/2286/21F380/2 dated 04-Oct-2021 (enclosed).
2. The first party shall pay an advance amount of BDT: 500,000 (BDT Five Lac Only) to second party as Security Deposit and thereafter, the second party shall place the work order to its manufacturer to commence the production of the requisite product as per point 1(a);
3. First party will transmit the Letter of Credit (LC) as per Proforma Invoice No: CW21-41 Dated 12.10.2021 within one month from the date of advance payment;
4. Second party shall return the advance payment i.e. BDT 500,000 (BDT Five Lac Only) to first party after transmission of LC;

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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5. In case, first party unable to transmit the LC, second party will import the genset in their name and will deliver it to first party as per clause 1 (b) (Total Price BDT 6,500,000). In such case, first party will pay full amount as advance before delivery by subtracting advance of BDT 500,000.

The Parties hereto put their signatures on the day, month and year first above mentioned.

On behalf of
Janmuna Edible Oil Industries Ltd.

Md. Tanzilur Rahman.

Md. Tanzilur Rahman
Deputy Managing Director (Administration)

On behalf of
Cross World Power Limited

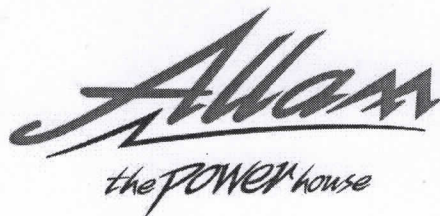
Harunor Rashid

Harunor Rashid
Chief Operating Officer

Witnesses:

- 1) *Md. Nasir Uddin*
MD. NASIR UDDIN
- 2) *CFO, JSE*
CFO, JSE
- 3) *Pronash Chandra Cholia*
Manager - VAT & Tax

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



Allam Marine Ltd

Wyke Way, Melton, Hull, HU14 3BQ, England,
Tel: 01482 636300 Fax: 01482 636301
www.allam.com

JAMUNA EDIBLE OIL INDUSTRIES LTD
BOIRAGI TALA, GODAGARI
RAJSHAHI

OUR REF : CW21-41

DATE : 12.10.2021

PRO FORMA INVOICE

BRAND NEW TEMPEST SPECIFICATION DIESEL GENERATING SET COMPRISING OF A PERKINS ENGINE COUPLED TO A LEROY SOMER ALTERNATOR RATED FOR PRP DUTY @ 400V 3 PHASE 50HZ IN ACCORDANCE WITH OUR STANDARD AUTOSTART SPECIFICATION.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
PL 650 SYNC, 650 KVA/520 KW (Prime)	01	£ 45,000.00	£ 45,000.00
ENGINE # 2806A - E18TAG2			
ALTERNATOR # TAL0473F			
WITH PLANT MOUNTED SYNCHRONIZING			
H. S. CODE # 8502. 13. 00			
FREIGHT UP TO CHATTOGRAM			£ 2,300.00
PRICE CFR CHATTOGRAM			£ 47,300.00

GBP – FORTY SEVEN THOUSAND THREE HUNDRED ONLY.

SHIPMENT:- BY SEA, WITHIN 10-12 WEEKS AFTER RECEIPT OF COMPLETELY IRREVOCABLE L/C AT SIGHT.

COUNTRY OF ORIGIN:- U K

TERMS OF PAYMENT:- IRREVOCABLE LETTER OF CREDIT PAYABLE AT SIGHT.

VALIDITY:- 30 DAYS

PACKING:- EXPORT STANDARD SEAWORTHY PACKING

PERIOD FOR PRESENTATION:- DOCUMENTS TO BE PRESENTED WITHIN 21 DAYS AFTER DATE OF SHIPMENT

WARRANTY TERM:- A CERTIFICATE ISSUED BY THE BENEFICIARY STATING THAT THE GOODS ARE BRAND NEW AND HAVE BEEN TESTED IN ACCORDANCE WITH ISO8528 AND ARE SUPPLIED WITH ALLAM MARINE STANDARD WARRANTY.

PORT OF LOADING:- ANY PORT OF U. K.

PORT OF DELIVERY:- CHATTOGRAM, BANGLADESH.

OTHER TERMS:

1. TRANSHIPMENT SHOULD BE ALLOWED
2. PARTIAL SHIPMENT SHOULD NOT BE ALLOWED
3. ALL LOCAL BANK CHARGE WILL BE ON BUYERS'S ACCOUNT

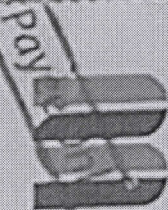
FOR AND ON BEHALF OF
ALLAM MARINE LTD
Tempest Diesels Division

LISA MILLER
SALES ADMINISTRATOR

ALLAM MARINE LTD

Tempest - successive power applications since 1937

Registered in England No.2708090

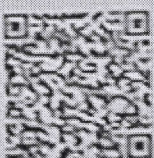


মার্চেন্টাইল ব্যাংক লিমিটেড

Mercantile Bank Limited

Payable at any Branch in Bangladesh

140811933



CA 9172668

DATE

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D D M Y Y Y Y Y

or Bearer

Pay to Cross World Power Ltd.

The Sum of Taka Five = 1 Lac = Only

TK=5,00,000/-

JAMUNA EDIBLE OIL IND. LTD.

Jamuna Edible Oil Industries (Pvt.) Limited

010772900002421

DMD (ADMIN)

For and Sign Above the Text Line

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