



## DEED OF PARTNERSHIP

This deed of partnership is made on 1<sup>st</sup> of the August, Two thousand Twenty-Four (2024) of the Christian year.

### AMONG

1. **Md. Raful Karim**, S/O: Md. Abdus Sattar, Mother's Name: Sapura Begum, Vill: Khajuria Para, Post Office: Gona-6590, Police Station: Raninagar, District: Naogaon. NID: 4624505683, TIN: 124026366526.
2. **Md. Tusar Chowdhury**, S/O: Md. Mazed Chowdhury, Mother's Name: Asia Begum, Vill: Charlaxmipur, Post Office: Rajbari-7700, Police Station: Rajbari, District: Rajbari. NID: 3731448076, TIN: 658552411153.
3. **Md. Zahidul Islam**, S/O: Md. Abdul Gabber, Mother's Name: Mrs Latifa Begum, Vill: Ulipur, Post Office: Tilakpur, Police Station: Naogaon Sadar, District: Naogaon. NID: 6405747004, TIN: 156692828190.

Counted page-02

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”





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Md. Rafiqul Islam

MD. TUSHAR CHOWDHURY

Md. Zohidul Islam

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All the partners agreed to form a partnership firm under the name and style of "**DOCTORS AGRO TECH**" at 80/22 Mymensingh Road, Nurjehan Tower (5<sup>th</sup> Floor), Banglamotor, Shahbag PS, Dhaka-1000, Bangladesh. To act as a marketing house doing all kinds of business such as marketing, distribution, indent, import, export, supply and any other type of business to be decided by the partners.

**WHEREAS** the managing partner invited all aforesaid parties/partners to form a partnership company and run and or manage the business under the name and style of "**DOCTORS AGRO TECH**" at 80/22 Mymensingh Road, Nurjehan Tower (5<sup>th</sup> Floor), Banglamotor, Shahbag PS, Dhaka-1000, Bangladesh. on the terms and conditions incorporated in the Partnership Deed executed on August 01, 2024. All partners have agreed upon.

**AND NOW WHEREAS** the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since August 01, 2024 and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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Md. Rafiqul Kerim

MD. RIYAS CHOWDHURY

Md. Zahidul Islam

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**NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSES** as follows:

1. That the aforesaid partnership business shall be deemed to have commenced on and from August 01, 2024.
2. That the principal office of the firm shall be located at of 80/22 Mymensingh Road, Nurjehan Tower (5th Floor), Banglamotor, Shahbag PS, Dhaka-1000, Bangladesh. Unless the same is shifted to some other place or places for the convenience of the business by mutual consent of the partners.

Nature of business of the aforesaid firms will be as follows until partners decide to open any new venture:

- a. Importing, Indenting, Marketing, Distribution, Trading & General Business.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rafiul Karim

Md. Tusrar Chowdhury

Md. Zahidul Islam

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## 1. CAPITAL RAISING, CONTROLLING & PROFIT SHARING:

### I. PERCENTAGE OF CAPITAL CONTRIBUTION BY PARTNERS

- a. The capital of the partnership business will be Tk. 10,000,000.00 (Taka One Crore) which will be contributed by the partners in the following mentioned amount:

01. Md. Rafiul Karim	Tk. 3,333,333.34	33.34%
02. Md. Tusrar Chowdhury	Tk. 3,333,333.33	33.33%
03. Md. Zahidul Islam	Tk. 3,333,333.33	33.33%



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rafiqul Karim

HO. TULAK CHOWDHURY

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## II. SOURCE OF CAPITAL CONTRIBUTION

- a. All partners will pay their part of capital by cash deposit /cheque deposit /pay order/bank transfer or any other banking means after opening of the bank account.
- b. Partner may pay/adjust their capital contribution by other equivalent valuable assets upon mutual agreement of partners.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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NO. 105/PC/CHOWDHURY

Md. Zakiul Islam

c. Partner may pay/adjust their capital contribution by adjusting their pre-paid expenditure which was spent before formation of the firm with intention to serve company purpose directly, upon mutual agreement of partners.

d. In case of asset or other means of contribution as capital to the business must be clearly and lawfully handed over the ownership to the firm by contributory partner/partners.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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### III. TRANSFER AND TRANSMISSION OF SHARES

- Share can be transferred/ re-transferred among partners upon full agreement of both partners with the consent of the partners.
- Any partner may express desire to acquire more share by paying the right value to the partner with the consent of all partners.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Zulfiqar Islam

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- c. With the approval of PARTNERS, any share may be transferred by a shareholder to his wife or her husband, son, daughter, brother, sister, father, mother or anyone else except as aforesaid no share be transferred to any person who is not a member of the firm or so long as any member willing to purchase the same at the fair value determined by the PARTNERS at their discretion.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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- d. If any shareholder or partner has expired/disabled; his or her share is automatically transferred to his wife or husband, son, daughter, brother, sister, father & mother.
- e. The instrument of transfer of any share in the firm shall be executed both by the transferor and transferee and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- f. Every member desirous of transferring his/her shares shall at the first instance offer the same to the existing members of the Company.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rafiqul Islam

NO. TUSAK CHOWDHURY

Md. Zakiul Islam

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#### IV. ALTERATION OF CAPITAL

- The firm may with special resolution, reduce its share capital in any manner and with subject to any incident authorized and consent required by law.

#### V. PROFIT SHARING

- Profit will be distributed yearly as per percentage of shares.



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MD. TUSAR CHOWDHURY  
Md. Zalidul Islam

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## 2. MANAGEMENT CONTROL:

### I. MANAGEMENT STRUCTURE

- a. All partners of the firm are responsible for developing, endorsing & managing management structure of the firm.



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Md. Rayful Hasan

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Md. Zulfiqar Islam

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- b. All partners or their legal representative will take active role to make all major & exceptional decision of the firm through Board of Partners (BOP) Meeting. The decision will include below area (but may not be limited to).
- i. electing, revising & endorsing "Execution Team" and "Execution Head" of the firm. Endorse & revise their Term of Reference (TOR) as per requirement basis to ensure fare governance within business.



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MD. RUFIK CHOWDHURY

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- ii. Developing, revising and endorsing "Financial Policy & Procedure (FPP)" for execution team to ensure financial control over the business.
- iii. Revising and endorsing necessary policy and procedure to ensure adequate governance over the business as and when required basis.



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- c. The "Execution Head "and his/her team (Execution Team) is solely authorized, responsible & accountable for running business as per given TOR, FPP and other decision from Partners. Execution Head will be responsible for reporting back to all partners.
- d. Execution head can be employed from partners or any other competent person.



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MD. TUSAK CHOWDHURY  
Md. Zainul Islam

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## II. GENERAL MEETING

### a. REGULAR "BOARD OF PARTNERS (BOP) MEETING".

- i. Every month there will be a partners meeting called "Board of Partners (BOP) Meeting".
- ii. "Executing Head" of the business will select and arrange the venue & facilities for BOP Meeting and invite all partner



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- iii. Partners may change the venue as per their desire.
- iv. Draft Copy of the minutes has to be produced and signed by "Execution Head" before any partner leaves the meeting premise.
- iv. Final copy of resolution has to be circulated through email before following Bop meeting.



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Md. Rafiqul Islam

একাডেমিক  
MD. TUSAK CHOWDHURY

Md. Zahirul Islam

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vi. The minutes will be finally endorsed by next BOP meeting if major partners do not raise their concern relating to inconsistency in resolution.

vii. If there is any concern regarding inconsistency between minutes & resolution, the issue must be discussed and settled in following BOP Meeting.



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Md. Zalidur Islam

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#### b. EMERGENCY BOP MEETING

- i. For any other emergency decision, "Executive Head" may request for an alternate BOP meeting.
- ii. The meeting should be called by giving adequate time to all the partners to ensure their attendance. The accidental omission to give notice to or the non-receipt of the notice by any member shall invalidate the proceeding of any Meeting.
- iii. The decision of urgent meeting has to be re-endorsed by following regular BOP meeting.



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প্রক্ষতটাকা

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v. MINUTES & RESOLUTION

- i. All Minutes of meetings has to be recorded appropriately and has to be acknowledged through postal mail/email by other partners.
- ii. The minutes & resolution has to be endorsed with signature & chop and kept safely for audit requirement.



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vi. QUORUM AT MEETINGS

- i. Minimum of sixty five percent of partners constitutes a quorum for the purpose of BOP meeting.



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Md. Rafiqul Islam

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e. PRESENCE & REPRESENTATION AT QUORUM

- i. Partners in person shall attend the meeting.
- ii. Partner may delegate any other partner or his/her legal representative to represent at quorum.



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### III. DELEGATION & REVOKING OF AUTHORITY

- a. Any partner may delegate his/her authority to other trusted partner to manage the business of their behalf through a registered power of attorney from government sub-register office. In that case the empowered partner will be able to enjoy full decision-making power as individual partner.
- b. Delegation can be revoked by same manner.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rejif Chowdhury

MD. TURAK CHOWDHURY

Md. Zalidah Islam

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### 3. FINANCIAL CONTROL:

#### I. FINANCIAL OPERATION

- a. The firm will run as per financial policy and procedure (FPP) endorsed by BOP.
- b. All capital & operating expenditures will be approved as part of yearly budget as per yearly business plan proposed by "Executing Head" and his team. The plan required to be segregated by months.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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- c. "Executing Head" will be authorized to spend as per monthly operating budget within the month. He will not be authorized to spend from the budget of future months.
- d. All capital expenditure budget needs to be approved from BOP with details business case time to time.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rafiqul Karim

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Md. Zahirul Islam

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## II. DOCUMENT AVAILABILITY

- That the usual books of account shall be maintained and kept at the office of the firm under the supervision of "Executing Head" and every partner shall have access to the account all reasonable times with right to take copies thereof whenever necessary.



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Md. Rafiqul Islam

No. 103A, Chowdhury

Md. Zalidul Islam

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### III. AUDIT REQUIREMENT & GUIDELINE

- a. That the account of the firm shall be closed on the 30<sup>th</sup> day of June, each year.
- b. The business has to be audited at the end of financial year before 30<sup>th</sup> Day of June.
- c. Business can also be audited anytime through appointed third-party auditors by individual partner / partners.



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#### IV. BORROWING & INTERESTS

- a. That one partner advances more than the amount due in his share; he shall be entitled to get interest at current bank rate or at rates fixed jointly by the partners.
- b. "Executing Head" will propose for borrowing from bank or any other party as per requirement for the company. The borrowing decision has to be approved through BOP Meeting with adequate description regarding conditions.
- c. If needed then partners can withdraw a reasonable amount of liquid on the basis of availability of cash and with prior approval of BOP.



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## V. BANK OPERATION & SIGNATORIES

- Operational bank account will be managed by "Executing Head" and one of the Partners with prior approval from BOP.



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Md. Zulfidayam

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#### 4. SCOPE OF RESPONSIBILITY:

##### I. RESPONSIBILITY OF EXECUTING HEAD

- A. "Executing Head" can be act as "Managing Partner" as per decision of BOP.
- B. The "Executing Head" and his team is responsible for running the business including below in brief:
  - a. Preparing yearly business plan as per requirement from BOP.
  - b. Managing business operation and remaining responsible for his decisions.
  - c. Forecasting and committing profit and loss to partners.
  - d. Remaining responsible for profit and loss commitment as per business plan.
  - e. Enforce and ensure proper control and process in the business.



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## II. RESPONSIBILITY OF BOP

- a. Appointing "Execution Head" from any competent partners or any other compliant individual.
- c. Endorsing Financial Policy and Procedure (FPP) and amendment of FPP.
- d. Facilitating "Executing Head" and his team for running the business.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Md. Rafiul Karim

MD. TUFAR CHOWDHURY

Md. Zalindra Islam

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##### 5. PARTNERSHIP VALIDITY, RETIRE, DEATH, DISSOLUTION:

- I. That the partnership shall be a partnership at will and will continue as long as the partners' desire.



Counted page-32

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Md. Rafiqul  
Khan

MD. TUSAR CHOWDHURY

Md. Zalindul Islam

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- II. That in case any partner wants to retire from the business, he shall have to give 02 (Two) months' notice in writing and no partner shall be entitled to dispose of his share to any third party/ outsiders without the permission of the other partners.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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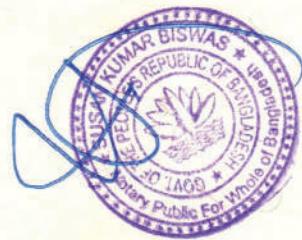
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Md. Rafiqul Karim  
একান্ত টাঙ্কা  
No. ৯৩৪৮ চৌমুহুরী  
Md. Zalindar Islam

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III. That in case of a partner withdrawal or retire from the partnership for any reason including death the remaining partners may continue the partnership using the same name and style.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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Md. Rafiqul Karim

একশত টাঙ্কা

No. 100 TAKA

Md. Zalidul Islam

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#### 6. AMENDMENT OF THIS CONTRACT:

- I. All partners reserve rights to propose amendment, change, alternation, addition, and substitution of Agreement.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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MO. TUSAR CHOWDHURY

Md. Zulfiqar Islam

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II. The amendment will be committed only if it is agreed by all partners or their lawful attorney.

III. The contract will be re-registered within fifteen working days or less in case of any amendment. No amendment will be valid until the registration takes place. Amendment would be treated as part of this AGREEMENT.



Counted page-36

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Md. Rafiqul Karim

একশত টাকা

MD. TUFAR CHOWDHURY

Md. Zalindar Islam

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#### 7. LAW:

- I. The rights and liabilities of the partners shall be governed by the provision of the Partnership Act 1932, as adopted in Bangladesh.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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একশত টাকা

Md. Zalidul Islam

MD. TUSAR CHOWDHURY

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#### 8. SETTLEMENT OF DISPUTES:

- I. That in case of disputes and differences between the partners, as regards the partnership business or accounts or any other matter touching or relating thereto each partner shall refer all such matter to the sole arbitration of arbitrator. But if the partners do not agree with the decision of the arbitrations, a competent law in Bangladesh shall decide the matter.



Counted page-38

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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Md. Rafiqul Islam  
Md. Tufar Chowdhury  
Md. Zalidul Islam

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#### 9. DISCIPLINARY ACTIONS:

- I. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm. In case of the breach of this issue; the responsible partner will be disciplined or will face expulsion from business.



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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Md. Rayful Karim

MD. TUSAR CHOWDHURY

একশত টাকা

Md. Zulfiqar Islam

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#### 10. CONFIDENTIALITY:

- I. The partners must keep the information of the firm undisclosed and will perform sincerity towards information or any other obligations for the firm.
- II. The partners will be at liberty to run their previous own/family business.
- III. Signed copy (2<sup>nd</sup> copy) and a photocopy of this deed will be with all partners.



Counted page-40

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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11. That any other matters for which no provisions have been made in the present Deed shall be decided in accordance with the provisions of the Partnership Act 1932, as adopted in Bangladesh.

IN WITNESS WHEREOF the parties have signed on the day, month and year first above mentioned.

SIGNATURE OF THE PARTNERS

WITNESS

S-Hossain

1. Md. Shakhowat Hossain  
H-6/3, Road-10, East Kalapur  
Mokhammadpur, Dhaka.  
NID - 1456102373 A.Rahman
2. S.M. Ansur Rahman  
Poschim Singra, Santahari-  
5821, Adamdeghe, Bogra.  
NID :- 1922587173
3. Apon

Md. Rafiul Karim

1. Md. Rafiul Karim

MD. TUSAR CHOWDHURY

2. Md. Tusrar Chowdhury

Md. Zahidul Islam

3. Md. Zahidul Islam



তকে বিদায় দিন"

20 AUG 2024