

রেজিস্টার্ড নং ডি এ-১

বাংলাদেশ



গেজেট

অতিরিক্ত সংখ্যা
কর্তৃপক্ষ কর্তৃক প্রকাশিত

সোমবার, এপ্রিল ৬, ১৯৮৭

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

অর্থ মন্ত্রণালয়

অর্থ বিভাগ

ব্যাংকিং উইং

[একই নম্বর ও তারিখের আদেশের দ্বারা নির্ধারিত হইবে]

আদেশ

ঢাকা, ২৭শে ডিসেম্বর ১৯৮৬

নং অম/অবি/বিবে-৩/৩৩/৮৬/৩৬১—সেহেতু, ১৯৭২ সালের বাংলাদেশ ব্যাংক (রাষ্ট্রায়ত্ত্ব-
করণ) আদেশ (১৯৭২ সালের পি, ও, নং ২৬)-এর ২৭ এ অনুচ্ছেদের (১) দফার প্রদত্ত
ফর্মতাবলে সরকার ১৯৮৩ সালের কোম্পানী আইন (১৯১৩ সালের ৭ নং আইন)-এর অধীনে
রেজিস্ট্রিকৃত রূপালী ব্যাংক লিমিটেডের নিবৃত্ত রূপালী ব্যাংকের সকল আশঙ্করটোকা হস্তান্তর
করিয়াছেন ;

সেহেতু, উপরে উল্লিখিত অনুচ্ছেদের (২) দফার প্রদত্ত ফর্মতাবলে সরকার ১৯৮৬ সালের
২৭শে ডিসেম্বর তারিখকে উক্ত ব্যাংকটির ভাগিগো দিবার তারিখ হিসাবে নির্দিষ্ট করিয়া দিলাম।

রাষ্ট্রপতির আদেশক্রমে

ডোঃ আবদুল মিত্তিক খন্দকার

উপ-দাচিব।

(১৭৭৩)

স্বাক্ষর : ৩০ পক্ষমা

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳ ৩



৳ ৩

তিন

টাকা

৳ 0888000

AGREEMENT

This DEED OF AGREEMENT made this 14th day of December, 1986

For RUPALI BANK LTD.
A.K.M. Afanor
Managing Director.

BETWEEN

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
of the One Part

AND

RUPALI BANK LIMITED, a Company incorporated under the Companies Act, 1913 having its Registered Office at 34, Dilkusha Commercial Area, Dhaka of the Other Part.

WHEREAS it is in the national interest to transfer the entire undertaking of the Rupali Bank constituted under the Bangladesh Banks (Nationalisation) Order, 1972 (P.O.No.26 of 1972), to the Rupali Bank Limited, registered under the Companies Act, 1913 (VII of 1913).

MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh

(Chaudhury A.K.M. Aminul Haque
Chairman.

Contd....P-2.

ছেলে হোক মেয়ে হোক, দু'টি সন্তানই যথেষ্ট

RUPALI BANK
Managing Director

NOW, THEREFORE, in exercise of the powers conferred by clause (I) of Article 27 A of the aforesaid Order, the Government, hereinafter referred to as the "Vendor", is pleased to enter into an agreement with the Rupali Bank Limited, hereinafter referred to as the "Company", for transfer of the entire undertaking of the Rupali Bank on the following terms and conditions and the parties do hereby agree and covenant as follows :-

1. The Vendor hereby transfers, and the Company hereby acquires, the banking business of the Rupali Bank as a going concern, with its goodwill, assets and rights, and with the right to represent the Company in carrying on the said banking business in continuation of the business of Rupali Bank or in succession thereto, and with all the assets and liabilities mentioned in the Schedule attached to this agreement and all debts and actionable claims due to or from the Rupali Bank along with all securities for such debts in connection with the said banking business and all rights and benefits arising from all contracts to which the Rupali Bank are or may be entitled in connection with the said business.

2. In consideration of the said transfer by the Vendor to the Company, the Company shall pay to the Government taka 40 crores (taka forty crores) only in the following manner :-

- (a) Taka 20 crores and 40 lacs (Tk.20.40 crores) in fully paid up share certificates of 'B' class shares; and
- (b) Taka nineteen crores and sixty lacs (Tk.19.60 crores) only from the sale proceeds of 'A' class shares issued to the public.

For RUPALI BANK LTD.

Chairman
Chairman

MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh.

Contd..... P-3.

Handwritten signature/initials

3. The Vendor shall get the trade and all other licences, files and papers transferred to the Company with least possible delay.

4. The Company shall abide by the provisions of Rupali Bank (Employees) Service Regulations, 1981, in all matters in the terms and conditions of the service of the existing employees of the Rupali Bank, which shall not be varied to the disadvantage of the existing employees without their consent.

5. On execution of this Agreement, the Company shall issue shares of Taka 8,00,00,000.00 (Taka eight crores) for public subscription. Remaining amount of 'A' class share capital of Taka eleven crores and sixty lacs (Tk.11.60 crores) shall be issued to the public at a time or from time to time as may be determined by the Company.

6. Any breach of the provisions of this Agreement by the Company shall enable the Government to abrogate the Agreement and take over the undertaking transferred from the Company.

IN WITNESS WHEREOF the Vendor and the Company have set their hands and seals on the day, month and year first abovewritten.

In the presence of Witness: Signed, Sealed & Delivered by the Vendor

M. SHAHJAHAN ALI
Deputy Secretary
Finance Division
Ministry of Finance
Govt. of the People's Republic
of Bangladesh, Dhaka.

Mohiuddin Azad
MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh.

In the presence of Witness: Signed by the Directors of the Company
For RUPALI BANK LTD.

1. *S. Zaman*

1. *(Signature)*
(Chaudhury A.K.M. Aminul Haque)
Chairman.

2. *(Signature)*
For RUPALI BANK LTD.
(S. M. Afanobr)
Managing Director.

SCHEDULE HERINABOVE MENTIONED

STATEMENT OF NET WORTH ON THE BASIS OF
CURRENT MARKET VALUE AS ON 31-12-1985

| <u>Sl. No.</u> | <u>Description</u> | <u>Note No.</u> | <u>Estimated market value</u> |
|----------------------------|--|-----------------|-------------------------------|
| ASSETS | | | |
| 1 | Cash | 1 | 131,66,69,582 |
| 2 | Balance with other banks | 2 | 9,43,63,908 |
| 3 | Money at call and short notice | - | 22,00,00,000 |
| 4 | Investments | 3 | 193,65,98,455 |
| 5 | Advances | 4 | 689,64,07,085 |
| 6 | Premises | 5 | 39,43,76,990 |
| 7 | Furniture and fixture | 6 | 7,68,02,395 |
| 8 | Other assets | 7 | 61,29,93,504 |
| | Total assets | Taka | 1154,82,11,919 |
| Deduct: LIABILITIES | | | |
| 1 | Deposits and other accounts | 8 | 967,97,57,364 |
| 2 | Borrowings from other banking companies | - | 70,30,56,936 |
| 3 | Bills payable | - | 7,69,75,637 |
| 4 | Other liabilities | 9 | 68,84,21,982 |
| | Total liabilities | Taka | 1114,82,11,919 |
| | Total assets less total liabilities, that is, NET WORTH at 31-12-85 | Taka | 40,00,00,000 |

RUPALI BANK LTD.

Chairman
A.K.M. Aminul Haque

MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh

For RUPALI BANK LTD.
(S. M. Afshoor)
Managing Director

Notes on statement of net worth
at 31-12-1985

Note 1 : Cash

Balance as per books 131,64,26,766

Add: Increase due to valuation of foreign currency balances at the ruling exchange rates as on 31-12-85 as compared to those adopted in accounts

2,42,816

Taka

131,66,69,582

Note 2 : Balance with other banks

Balance as per books 9,07,34,908

Add: Increase due to application of market conversion rates prevailing on 31-12-85 in case of balances with foreign banks

36,29,000

Taka

9,43,63,908

Note 3 : Investments

Balance as per books 193,54,33,895

Add: Increase in value of shares of quoted public limited companies based on market values at 31-12-1985

11,89,560

193,66,23,455

Deduct Shares in Federal Life Insurance Co Ltd not accepted by Jiban Bima Corporation

25,000

Taka

193,65,98,455

Note 4 : Advances

Balance as per books 702,91,06,035

Deduct Amount considered and doubtful of recovery, not provided for

13,26,98,950

Taka

689,64,07,085

For RUPALI BANK LTD.

A.K.M. Aminul Haque
Chairman.

MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh.

Contd.....P-6.
For RUPALI BANK LTD.

(S. M. Khan) *S. M. Khan*
Managing Director

Note 5 : Premises

Value of lands and buildings as per accounts of Taka 3,54,85,432 is estimated on the basis of current market prices at Taka 39,43,76,990

Note 6 : Furniture and fixture

Value of furniture, fixture and vehicles as per accounts of Taka 2,77,83,929 is estimated on the basis of current market prices at Taka 7,68,02,395

Note 7 : Other assets

Balance as per books : 62,45,23,025

Add: Interest accrued on investments and other income receivable, not accounted for 3,19,57,741

65,64,80,766

Deduct Balances lying in Suspense Account for years together without adjustment, treated as having no realisable value 3,00,00,000

Balances lying in Branch Adjustment Account for many years without adjustment, treated as having no realisable value 49,61,037

Balance not realisable from Bangladesh Krishi Bank on account of 71 Branches transferred to them 85,26,225 4,34,87,262

Taka 61,29,93,504

Note 8 : Deposits and other accounts

Balance as per books 968,24,55,956

Deduct Deposits remaining unclaimed for a considerable number of years 26,98,592

Taka 967,97,57,364

For RUPALI BANK LTD.

(Chaudhury A.K.M. Aminul Haque)
Chairman.

MOHIUDDIN AZAD

Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh.

For RUPALI BANK LTD.

(S. M. Afanoor)
Managing Director.

Note 9 : Other liabilities

| | |
|---|--------------|
| Balance as per books | 72,84,16,151 |
| <u>Add:</u> Accrued expenses, not provided for | 22,15,230 |
| | <hr/> |
| | 73,06,31,381 |

Deduct Balance in Old Head
Office Adjustment
Account, not consi-
dered payable 3,26,51,340

Balance in Exchange
Gain Account
ignored here, as
effect on balances
with foreign banks
already considered
in Note 2 above 95,58,059

4,22,09,399

Taka

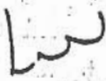
68,84,21,982

For RUPALI BANK LTD.

(Chaudhuri A.K.M. Aminul Haque)
Chairman.

For RUPALI BANK LTD.

(S. M. Afanoor)
Managing Director.


MOHIUDDIN AZAD
Joint Secretary,
Finance Division
Ministry of Finance
Government of Bangladesh.