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Md. Ali Ahsan
Executive Member (Investment Promotion)
Bangladesh Economic Zones Authority
Prime Minister's Office, Dhaka.

Anwar Hossain Chowdhury
Director General (Additional Secretary)
Bangladesh Industrial Technical Assistance Center (BITAC)
116 (kha), Tejgaon Industrial Area, Dhaka-1208

LAND LEASE AGREEMENT

THIS AGREEMENT for lease of land on **One-time Upfront payment** basis is made and entered into on the 21st day of **December, Two Thousand Twenty-One** of the Christian era; corresponding to the 6th day of **Paush, One Thousand Four Hundred and Twenty-Eight** year of the Bangla era.

BETWEEN

BANGLADESH ECONOMIC ZONES AUTHORITY, a body corporate, established under the Bangladesh Economic Zones Act, 2010 (Act No.42 of 2010), Monem Business District (Level-12) 111, Bir Uttam C.R. Datta Road, Dhaka-1205 (hereinafter referred to as the "**LESSOR**" which expression, where the context so admits, shall include its successors) of the **ONE PART**.

AND

BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE (BITAC), having its corporate office at 116 B, **Tejgaon Industrial Area, Dhaka-1208, Bangladesh**, hereinafter referred to as the "**LESSEE**" which expression, where the context so admits, shall include its shareholders, representatives, successors and assigns of the **OTHER PART**.

WHEREAS, the land, more particularly described in the Schedule-I, (hereinafter referred to as "the demised land"), is at present vested in the LESSOR and the LESSEE requires the demised land for infrastructure development, setting up industrial undertaking and/or commercial activities as per stipulations of the Prospectus and Provisional Letter of Allotment (LoA) and has paid to the LESSOR a sum of

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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BDT 4,31,50,786.91 (Taka Four crore thirty-one lakh fifty thousand seven hundred and eighty-six point nine one only) equivalent to US\$ 5,05,857.50 (US Dollar Five lakh five thousand eight hundred and fifty-seven point five zero only) as signing money which is equivalent to 25% of the total lease value of the demised land.

AND

WHEREAS, the LESSOR has agreed to lease out the demised land to the LESSEE on the terms and conditions set forth herein;

NOW, THEREFORE, the LESSEE and the LESSOR have agreed as follows:

1. This AGREEMENT shall come into force with effect from **21 December 2021** and shall remain valid for a period of **50 (Fifty) years** from the date of handing over the possession of demised land by the LESSOR to the LESSEE, it being renewable for such further period as may be decided by mutual agreement between the LESSOR and the LESSEE.
2. The rate of rent chargeable per square meter of the demised **developed** land is **US\$ 1.00 (US Dollar one only per annum)** or equivalent local currency BDT, converted at the rate of Taka per US Dollar published by Sonali Bank Limited on the date of payment and is payable as per Schedule-II. The rent will be charged from the date of handing over physical possession of the demised land to the LESSEE.
3. The LESSEE has paid signing money equivalent to **25% of total lease rent** of the demised land. Remaining lease money will be payable by the LESSEE as per Schedule-II.

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4. The LESSOR shall handover possession of the demised land to the LESSEE soon after the development of access road, if required, to the demised land is completed. The LESSEE shall have the right at its own cost and expenses to develop, construct, erect upon the said land with necessary internal road network, factory or other buildings as per Master Plan and Construction Design approved by the Bangladesh Economic Zones Authority, hereinafter referred to as the Authority.
5. The LESSEE undertakes that it shall not build on the said land any type of infrastructure and building other than that approved by the Authority; and that it will not permit the said land or the building to be used for any purpose other than as industrial premises and commercial activities or for any purpose which is unlawful and prohibited or which is or may be a nuisance or which may interfere with the peaceful possessions of the owners or occupiers of any neighboring plot(s).
6. The LESSEE shall at all times permit the LESSOR's officials, agents, workmen and any other person authorized by the LESSOR to enter upon the demised land and premises for the purpose of inspection of development works and compliance monitoring.
7. The LESSEE will be entitled to enjoy all exemptions, incentives and benefits like exemption of Custom Duty, VAT, Tax Holiday etc. declared by the Government of Bangladesh. The LESSOR will facilitate in getting those exemptions, incentives and benefits as per stipulations given in respective SROs, circulars, directives, orders etc.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

8. The LESSEE shall pay all applicable service charges and regulatory fees as may be fixed by the Government and/or the Authority from time to time for the services rendered by the Authority.

9. The LESSOR will ensure all the available utility connectivity(ies) up to the designated point of demised land.

10. (a) The LESSEE shall pay all dues against bills of water, electricity, gas etc. to utility providing authorities/organizations and the service charges to the LESSOR within the due dates as may be mentioned in such bills.

(b) If the LESSEE defaults in payment of the said bills, the LESSEE shall be liable to pay surcharge as may be levied by the service providers and the LESSOR.

11. In addition and without prejudice to the powers, rights and remedies conferred by this AGREEMENT, if the LESSEE defaults in payment of the bills for utilities along with surcharge within three months of due date, the LESSOR may disconnect/snap the utility connections provided to the LESSEE and suspend issuing of export permit, import permit and local sales permit and other facilities provided to the LESSEE.

12. The LESSEE shall comply with all the terms and conditions of this AGREEMENT and any other condition imposed by the LESSOR in its permission letter. In the event of LESSEE's failure to perform or observe any condition of permission letter or violation of any term and condition of any permission of the LESSOR and if the LESSEE is indulged in any unlawful activity, the LESSOR shall be entitled to take necessary action as per law and the LESSEE shall be subjected to adjudication by the competent authority.

13. The LESSEE shall ensure street cleaning and disposal of domestic garbage, sanitary waste materials, etc., failing which the LESSEE shall pay any rates or fees which may be levied by the LESSOR.

14. (a) The LESSEE shall comply with all applicable laws and rules relating to environment protection, pollution control and effluent treatment and take necessary safety measures against possible fire hazards.

(b) The LESSEE shall comply with the requirements and conditions related to environment and Environmental Best Management Practices for Industrial Operations in the Economic Zone as adopted by BEZA time to time (copies thereof are supplied to the LESSEE). If the LESSOR finds any environmental

violation, the LESSEE shall be subjected to enforcement actions including fines and penalties according to "BEZA Environmental Enforcement Strategy".

(c) The LESSEE shall treat and dispose of or cause to be treated and disposed of waste and other effluents in accordance with the standards of state bodies and to the satisfaction of Authority.

(d) The LESSEE shall construct Effluent Treatment Plant (ETP), Central Effluent Treatment Plant (CETP) or Sewage Treatment Plant (STP) as may be required. The LESSEE shall ensure recycling of all recyclable industrial waste including solid.

15. (a) The LESSOR reserves the right to remove/dispose of the machinery, equipment, raw materials and other goods of the LESSEE within the demised land and premises if:

- (i) the LESSEE fails to pay dues and other financial liabilities;
- (ii) enterprise has been closed by the management of the LESSEE or by the LESSOR; or
- (iii) the leased land has been relinquished or abandoned by the LESSEE.


(b) The costs for removal/ disposal under Sub-clause (a) shall be borne by the LESSEE. In the event of failure of the LESSEE to pay such costs, the LESSOR shall have the right to recover the costs according to applicable law.

16. (a) In case the constructed factory building or machinery or any structure thereof is found left out by any enterprise of the LESSEE and the whereabouts of its owner is not traceable, the LESSOR shall have the right to sell such factory building, machinery and structure as per applicable rules.

(b) The sale proceeds under Sub-clause (a) shall be used for realization of dues. The excess of the sale-proceeds after payment of the dues shall stand forfeited and the LESSEE shall have no claim on that excess money. If the sale-proceed is less than the amount of dues, the LESSOR shall have the right to take measures against the LESSEE for realization of remaining dues.

17. The LESSEE shall comply with all guidelines/instructions, circulars on minimum wages of the workers issued/circulated and as amended from time to time by the Government and/or the Authority in respect of wages, employment, salary, leave discipline, health, compensation, insurance and other benefits to the employees engaged for work in LESSEE'S enterprise and the Bangladesh EPZ Labor Act, (Act No.2 of 2019) or any other enactment or statutory modification thereof.


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116 (Hra), Tejgaon Industrial Area, Dhaka-1208


18. Any notice or demand required to be given or made by either party to the other shall be in writing and shall be sent by registered post and e-mail to the address of receiving party and shall be deemed to have been duly served on the day following the date on which it was so posted and e-mailed.
19. (a) After expiry of the lease period or in the event of termination of this agreement, the LESSEE shall hand over the demised land to the LESSOR free from any encumbrances and liabilities:
- Provided that the LESSEE shall be at liberty to remove all his assets from the demised premises at its own costs with the permission of the Authority.
- (b) The Authority shall have the rights to recover any dues from the LESSEE by sale of the LESSEE's assets or by any other lawful means including the measures under the Public Demands Recovery Act, 1913.
20. The LESSEE, registered with the Bangladesh Economic Zones Authority, shall, within 6 (six) months from the date of handing over the land, start, where so required, land development, construction of roads, drainage, buildings, utility distribution lines and other ancillary infrastructures on the demised land in accordance with the master plan approved by the Authority and shall maintain the infrastructures so developed, constructed and erected to the satisfaction of the Authority.
21. The LESSOR shall have the right to monitor the proportionate project development progress as per the implementation projection given by the LESSEE with his application. If the LESSEE fails to maintain proportionate implementation progress without reasonable cause, the lease and allotment of the demised land may be liable to be cancelled with forfeiture of money so far paid by the LESSEE to the LESSOR.
22. The LESSEE shall pay all taxes, rated assessments and charges in respect of the land hereby leased or any part thereof levied by the appropriate authority(ies).
23. In the event the LESSEE raising any amount by way of mortgaging his leasehold interests in the land owned by BEZA and in the event of failure of the LESSEE-mortgagor to repay the loan secured against such mortgage of the leasehold interest of the LESSEE-mortgagor in the land owned by BEZA, the mortgagee bank or financial institution shall have no right or authority to transfer such interest of the LESSEE in the said land to anybody without prior written approval of BEZA. BEZA will not, however, allow the mortgagee to transfer the leasehold interest of the LESSEE-mortgagor to any one unless the proposed transferee is an enterprise/ company duly approved by BEZA for operation in the Economic Zone.

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24. The land hereby leased shall not be transferred, leased, sub-leased or otherwise in any manner dealt with or disposed of without written sanction of the LESSOR.
25. The structural design and drawing of the Infrastructure and Factory Building must comply with the Bangladesh Economic Zones (Construction of Building) Rules, 2017.
26. This AGREEMENT is signed for the land as described in Schedule-I. The LESSOR may allot additional land to the LESSEE by supplementary agreement. Where the actual land is found to be less or more than the agreed parcel of land during handing over the same, the payment of lease money shall be adjusted accordingly.
27. This AGREEMENT shall not restrict the LESSEE or the LESSOR to propose for its amendment, and the amendment, if any, shall not be effective if not agreed upon by the LESSEE and the LESSOR in writing.
28. This AGREEMENT shall not be interpreted to create any right to the LESSEE other than the rights expressly given under this AGREEMENT.
29. No failure by any party hereto to insist upon the strict performance of any covenants, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this AGREEMENT and no breach thereof shall be waived, altered or modified except by an instrument thereof in writing executed by the LESSEE and the LESSOR. No waiver of any breach shall affect or alter this AGREEMENT, but each and every covenant, agreement, term and condition of this AGREEMENT shall continue in full force and effect.
30. Notwithstanding anything contained herein, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under this AGREEMENT or for any harm, loss, damage or injury caused to the other due to force majeure causes reasonably beyond its control including but not limited to storm, cyclone, flood, lightening, earthquake, fire, blast, explosion or any other act of God, war, riot, civil commotion, labour action or unrest including strike, lock-out etc. and therefore loss of connectivity, network outage, black out etc.


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31. If any provision of this AGREEMENT (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the AGREEMENT and the validity and enforceability of the other provisions of the AGREEMENT shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

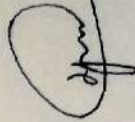
32. This AGREEMENT shall be terminated and the allotment of land shall be cancelled, with 90 days' notice to show cause to the LESSEE, if-


- (a) the LESSEE leaves the demised land unused;
- (b) the demised land is used for any other purposes than the purposes for which it has been allotted;
- (c) the LESSEE violates any conditions of this Agreement, Provisional Letter of Allotment, applicable laws including Bangladesh Economic Zones Act, 2010, Rules, Regulations and Government Circulars and Orders;
- (d) the LESSEE fails to perform or observe as per conditions of permission letter and commits misconduct or violation of any terms and conditions of any permission by the LESSEE is found ;
- (e) the LESSEE has indulged in unlawful activities; and
- (f) the LESSEE submits any paper and document or furnishes any information which are not true.

33. Bangladesh Economic Zones Act, 2010 and other applicable laws of Bangladesh shall govern this AGREEMENT.

34. All disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with this AGREEMENT or for the breach thereof, shall be settled amicably through negotiations in good faith. Should the parties fail thereby to resolve a dispute, a party may request that the matter be settled in an arbitration proceeding in accordance with the provisions of the Arbitration Act, 2001 of Bangladesh or any other enactment or statutory modification thereof.

The place of arbitration shall be in Dhaka, Bangladesh. The language to be used in Arbitration shall be English. The Award shall be in English and shall be final and binding on both Parties.


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35. All costs incidental to and arising out of this Agreement, if required, shall be borne by the LESSEE.

36. This AGREEMENT, Application for allotment of land submitted by the LESSEE, Provisional Letter of Allotment of land and the Prospectus constitute the entire agreement between the parties; those shall be the integral parts to each other and shall be construed together as a whole; and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between parties, whether written or oral, relating to the subject matter of this AGREEMENT.

SCHEDULE - I

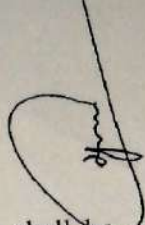
(Description of land)

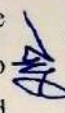
10.00 (Ten) acres (40,468.60 square meter) of developed land situated at Mirsarai/Feni Economic Zones in Bangabandhu Sheikh Mujib Shilpa Nagar under Upazila/Police Station Mirsarai/Sonagazi District Chattagram/Feni which has/have already been declared as Economic Zone(s) under section 5 of the Bangladesh Economic Zones Act, 2010 (Act no. 42 of 2010) which is/are delineated and edged red on the plan annexed hereto and marked yellow in extent or whereabouts.

SCHEDULE-II

(Payment Schedule)

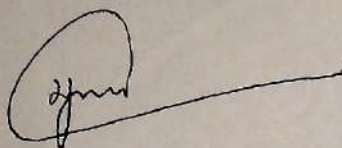
- (i) The amount of rent is **US\$ 20,23,430.00 (US dollar Twenty lakh twenty-three thousand four hundred and thirty only)** or equivalent BDT for the entire lease period.
- (ii) 25% of the total lease money has been paid as the signing money (First installment).
- (iii) The second installment of 25% of the total lease money shall be deposited within 6 (six) months of signing the AGREEMENT.
- (iv) Remaining 50% of the lease money shall be payable at the time of handing over physical possession of the demised land.
- (v) All payments shall be made through Pay Order/ Demand Draft in favour of Bangladesh Economic Zones Authority.


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Director General (Additional Secretary)
Bangladesh Industrial Technical Assistance Center (BITAC)
116 (th), Tejgaon Industrial Area, Dhaka-1209

This Land Lease Agreement is printed in 10 pages and executed in duplicate both copies being equally authentic.

IN WITNESS WHEREOF the Parties hereto have set their hands on the day and the year first above mentioned.



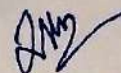
(Md. Ali Ahsan)

Executive Member (Investment Promotion)

For and on behalf of

Bangladesh Economic Zones Authority

(LESSOR)



(Anwar Hossain Chowdhury)

Director General (Additional

Secretary)

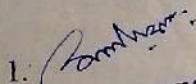
For and on behalf of

Bangladesh Industrial Technical

Assistance Centre (BITAC)

(LESSEE)

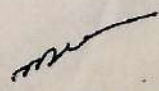
WITNESSES:

1. 

Md. Moniruzzaman
General Manager (Joint Secretary)
Bangladesh Economic Zones Authority
Prime Minister's Office, Dhaka.

WITNESSES:

1.

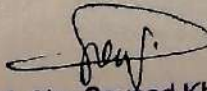

Dr. Md. Jalal Uddin PEng

Bangladesh Industrial Technical Assistance Centre (BITAC)
Tejgaon Industrial Area, Dhaka-1208

2.


Mustafizur Rahman
Deputy Secretary (Attached)
Bangladesh Economic Zones Authority
Prime Minister's Office, Dhaka.

2.

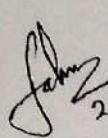

Md. Abu Sayeed Khan
Director

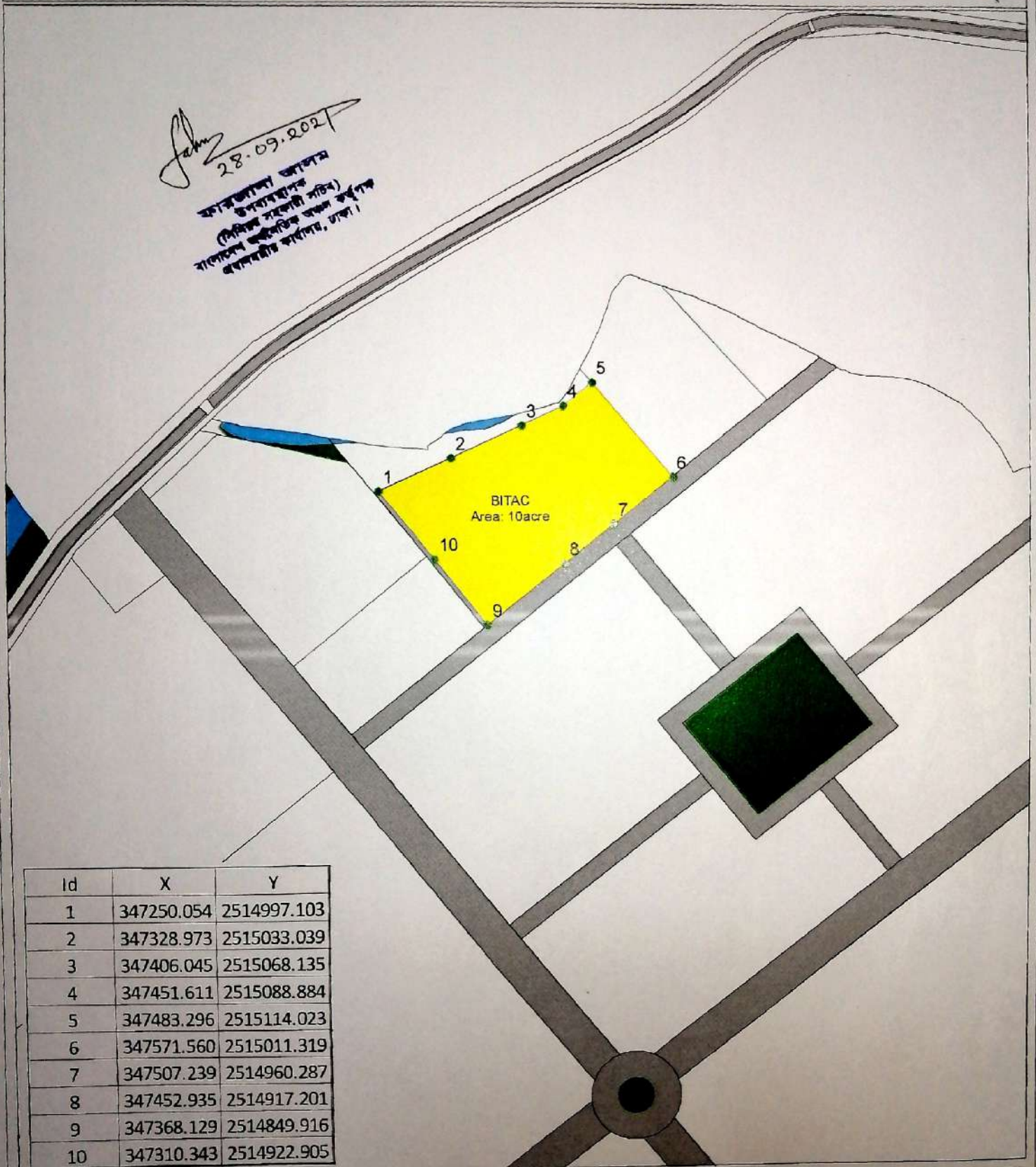
Bangladesh Industrial Technical Assistance Centre (BITAC)
Tejgaon Industrial Area, Dhaka-1208

1:1,539

Bangabandhu Sheikh Mujib Shilpanagar




 28-09-2021
 মহাপ্রকল্প পরিচালক
 উপকায়সমূহ
 (মিলিত সহকারী সচিব)
 বাংলাদেশ জলবিদ্যুৎ কর্তৃপক্ষ
 প্রধান কার্যালয়, ঢাকা।



Id	X	Y
1	347250.054	2514997.103
2	347328.973	2515033.039
3	347406.045	2515068.135
4	347451.611	2515088.884
5	347483.296	2515114.023
6	347571.560	2515011.319
7	347507.239	2514960.287
8	347452.935	2514917.201
9	347368.129	2514849.916
10	347310.343	2514922.905

Legend

-  Adjacent Land
-  Green Space
-  Road
-  Super Dyke
-  Water Body

● Coordinate Point



**BANGLADESH
ECONOMIC ZONES
AUTHORITY**

Date: 28-Sep-21

0 0.05 0.1 0.2 KM

Please note that the layout plan has been prepared with the instruction of higher authority and in consultation with the concerned officials and it is subject to be approved by the appropriate authority. The concern desk officer will take the approval through proper channel.