

BANGLADESH SMALL & COTTAGE INDUSTRIES CORPORATION



LEASE DEED AGREEMENT

LEASE DEED FOR PLOT NO.....
INDUSTRIAL ESTATE, BSCIC.....

THIS INDENTURE OF LEASE IS MADE this day of.....
.....Two thousand and.....

BETWEEN Bangladesh Small and Cottage Industries Corporation, a Corporation established under the Bangladesh Small and Cottage Industries Corporation Act 1957 (Act, XVII of 1957) having its principal place of business at 137-138 Motijheel Commercial Area, Dhaka 1000, hereinafter Called **"THE LESSOR"** (which expression where the term so admits or implies shall include their successors, representatives of assigns) of the one part.

AND

Mr./Messrs.....
.....of
.....**P.S.**.....
.....**District**.....

hereinafter referred to as **"THE LESSEE"** (which expression where the term so admits or implies shall include her/his/their heirs, successors, representatives, executors, administrators and assigns) of the other part.

WHERE AS the Lessor is the sole owner and in exclusive possession of the piece or parcel of land measuring.....acres/sft, more or less fully described in schedule-I annexed hereto, hereinafter called "The Demised property,"

AND whereas the Lessee has proposed to take and the lessor has agreed to give lease of the demised property on terms and conditions hereinafter following: **NOW THIS INDENTURE WITNESSETH** that in consideration of the payment of TK. as premium out which the Lessee has deposited in the (Bank)..... to the account of Bangladesh Small and Cottage Industries Corporation STD..... Small and Cottage Industrial Estate Account by receipt No.....dated.....the sum of (Taka.....) and the rent, covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be paid performed and observed, the Lessor both hereby demise unto the Lessee the demised Property for the purpose of erection therein by the Lessee a factory for the period of 99 (Ninety nine) Years/..... () Years unto 14 June 2033 which will be renewable afterwards only for Dhaka Industrial Estate (Keraniganj) commencing.....with the Lessor.

1. That the Lessee has paid Tk.in part or full payment of the premium for the demised property and shall pay to the Lessor rent and balance of the premium of Tk..... contained in "Schedule II" annexed here to. according to the terms.
2. That the Lessee shall promptly and regularly pay to the Lessors or to such other person as the Lessor may authorize of the local authorities all rates,taxes, charges, duties, assessments impositions, levies and any other out goings whatsoever that are now levied or may hereinafter be levied under any law for the time being in force upon the demised property and/or upon any building or structures that may be erected therein in future of upon the owner of occupier in respect thereof including rates and taxes for essential service.
3. That during the currency of this indenture the Lessee shall carry out at his own cost all necessary clearing, filling, leveling etc. of the demised property and shall not obtain material for filling, building or other from purposes any adjacent or other land belonging to the Lessor without his prior consent in writing.
4. That the Lessee shall furnish at his own expense to the Lessor all plans, blueprints, design, layout and specifications in respect of buildings structures, erection sect. to be constructed on the demised property for the lessor's approval and consent and all constructions shall be strictly in accordance with such plants designs, blueprints, layout and specifications as may be approved by the lessor and if it shall be necessary for the Lessee to make any deviation there from, further approval for such deviation shall be obtained and which approval shall not be unnecessarily withheld by the Lessor, provided that any alteration, modification, addition or subtraction of minor nature shall not be considered as deviation for the purpose of this clause. The Lessee further,

agrees that permission of the Lessor to commence construction in no way absolves him from the responsibility of complying with all rules, regulations and bye-Laws as may be made from time to time by the Lessor regarding regulation, construction control etc. of industrial building. The Lessee shall commence manufacturing operation of the land within two years from the date of the commencement of the lease/allotment, failing which the lease will be liable to be terminated but the Lessor may for just and sufficient reasons, extend the period.

5. That the Lessee shall keep the demised property and all buildings, structures and erections from time to time standing therein clean, sanitary and in good order, condition and repair to the satisfaction to the lessor, and in default the lessor may after one month's previous notice in writing carry out all necessary repairs and the cost thereof shall be paid by the lessee on demand and may be recovered from the lessee under the Bengal public Demands Recovery Act 1913.

6. That the Lessee shall preserve intact the boundaries of the demised property and shall keep the same well demarcated and shall point them out when required by the lessor to do so to any officer duly authorized by him in writing to inspect them, Should any boundary mark be missing the lessee shall report the fact to the lessor, If it is found that any boundary pillars are demolished or lost due to any action of the lessee the cost of replacement of such boundary pillars may be realized from the lessee by the lessor.

7. That the lessee shall not do or permit anything to be done on the demised property or any building etc. therein which may in any way be a nuisance or be dangerous or inconvenient to the Lessor or the other Lessee or persons in the neighborhood or locality nor shall be allowed any dangerous, or objectionable effluent or rubbish to be discharged into the drains or sewers or into adjacent lands or premises. The lessee shall take all such measures as may be necessary to ensure that any effluent so discharged be not corrosive or otherwise harmful to the said drains or sewers or adjacent lands or premises not cause any obstruction or deposit therein as to which the lessor shall be the sole and final judge.

8. That the lessee shall construct every furnace employed in the working of engines by steam or other motive power and every other furnace employed in any building or erection on the demised property so as to consume or burn the smoke arising there from and not use or suffer to be used negligently or otherwise any such furnace so that the smoke arising there from is not substantially consumed or burnt. The Lessee shall not cause or permit any gritty noxious or offensive effluvia to be emitted from any engine furnace or apparatus in the demised property without using the best practical means for preventing or counter - acting such emission.

9. That the Lessee shall not without the previous written Permission and sanction of the Lessor, sell exchange, gift away charge mortgage, assigned, sub-let or otherwise dispose of part with or encumber the demised property, Maximum 50% of the built up area (i, e structure on the land) or the plot may be given sub-let after taking necessary permission from the lessor. In special case, Board of Directors of BSCIC may consider the appeal of the lessee for sub-letting more than 50% of the built up area, An amount Equivalent to one month's rent against each year shall have to be paid to BSCIC. And in the event such sanction being given by the Lessor, the Lessee shall make a prior payment to the Lessor a fee equivalent to 25% of the market value of the demised property of part thereof sold, exchanged or gifted away or changed, mortgaged, assigned sublet or encumbered for a period of 10 Years or more and if the period shall be of less than 10 years the fee shall be calculated at the rate of one month's rent for each year period of the charge, mortgage assignment, sub-lease or other encumbrance transfer fees and change of organizational structure of leased Property/land of BSCIC industrial Estates will be 10% of the present market price of the land fixed by the authority paid at a time.

Provided that if it shall be necessary for the Lessee for the purpose of development of the industrial project to obtain loans or advances from any loan giving Agency, constituted under a Statute, the demised property may be charged or mortgaged as security for such loans or advances. In case of mortgage of the land to the financial institution (s) NOC may be issued in favor of the allottee after full payment of land premium and other charges up-to date. Any reference being made to the Lessor and/without any fees being paid therefor.

Before auction of the project by the financial institutions(s), in the case of borrowing project, permission for action from the lessor (BSCIC) shall be taken by the financial institutions(s). This condition should be mentioned in the NOC to be issued in favor of lessee.

And provided further that if shall be necessary at any time to sell or gift away the demised property or to assign or sublet the same for the then unexpired period of this lease or any person or to any partnership or Company, whether private or public, which shall be sponsored, formed or incorporated by the Lessee for the purpose of taking over the Lessee's business wholly or in part or for the purpose of taking over all his right.

Transfer fees for transfer of ownership of the project of the legal successors shall not be applicable in case of death of the owner provided that have to execute a fresh deed with BSCIC.

On the level of the product produced in an enterprise the name of respective BSCIC Industrial Estate should be mentioned.

BSCIC will provide training to the new enterprise for setting up new industry in BSCIC Industrial Estates.

The amendment of clause 9 has been made as per approval of the Ministry of Industries vide memo no. শিম/স্বস-বিসিক/২১/২০০৫/১৫ তাং ০৫-০১-২০০৬ খ্রিঃ ও ৩৬.০৬৫/০১০.০০.০০.০৭৪.২০১০.২৩৭ তাং ১৭.১১.২০১৩ খ্রিঃ

Title or interest acquired hereunder for some bonfire reasons, the Lessor, if satisfied of the reasons for the conveyance gift assignment or sub-lease, may in his discretion waive the requirement for payment of the fees prescribed under the provision of this clause.

10. That the Lessee shall not without the previous written permission of the Lessor use the demised property of any buildings, structures, etc. therein for any purpose other than the declared industrial purpose of the Lessee as set forth in this indenture or for allied industries.

11. That the Lessee shall always keep the Lessor indemnified against all actions, costs, claims and demands whatsoever by any person on account of any injury or damage whatsoever caused to such person or his property by reason directly or indirectly of the Lessee's use of the demised property.

12. That subject to the previous permission in writing of the Lessor, the Lessee shall erect and maintain at his own cost such sanitary latrines as the Lessor may consider necessary for the use of the Lessee's servants and/or other having lawful business in the demised property. The Lessee shall also provide and maintain at his own cost suitable septic tank or tanks in the demised property if so required by the Lessor and use the same in such manner that it shall effectively deal with all the latrines and drains on the demised property without creating any nuisance. In the event of the septic tank/tanks and/or drain and discharge pipes being found objectionable, they shall be closed and/or removed by the Lessee at his own cost and/or other efficient means provided for by him to the satisfaction of Lessor for the sanitation of the demised property. Where the sewers have been laid by the Lessor, it will be compulsory on the Lessee to connect his drainage to these sewers at his own cost and on that being done the Lessee shall pay additional amount that Lessor may fix thereof. The additional amount will in no case be more than the actual capital cost that the Lessor spent on sewage system to be recovered in twenty annual installments from the date of installation of this sewage system as may be specified by the Lessor.

13. That the Lessee shall permit every authorized officer of the Lessor at all reasonable times to enter into or upon and view, inspect and examine demised property or any part thereto any / or and building, etc. therein, for the time being erected or in course of erection or subsequent there to and for all other reasonable purposes.

14. That the Lessee shall construct a pucca culvert over the road side drains connecting approach road to building of the Lessee.

15. NOW IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

(i) In the event of the Lessee committing any breach of any of the covenants of this lease resulting in any loss or damage to the lessor or loss or damage to any person or persons occupying any adjacent plots of land for which compensation may be claimed the Lessee shall make good such loss or damage or any such compensation as may be assessed by the Lessor; and if the breach shall be of the covenants of the Lessee mentioned in clause 4 hereof the Lessor shall be entitled to re-enter into or upon the whole of the demised property or any part thereof in the name of the whole and thereafter this lease shall forthwith cease and determine and on such determination the Lessee shall be entitled to remove at his own cost and expense all buildings, structures, and erections built, constructed and erected by him in the demised property within 3 months of such determination failing which such building structures and erections shall be forfeited to the Lessor.

(ii) That the Lessee paying the rent hereby reserved and faithfully observing and performing the several covenants and stipulations hereinafter contained shall peaceably hold and enjoy the demised property during the currency of this indenture without and without interruption on the part of the Lessor. Provided that nothing herein contained shall limit or restrict the right of the Lessor to use any land, building, structure, etc. in the neighborhood of demised property in any manner think fit.

(iii) The Lessor, his Surveyors, gents, Workmen and any other person authorized in writing by the Lessor, shall have full liberty and right at all reasonable times to enter into or upon the demised property or any part thereof for the repairing of any adjoining premises and/or service mains, cabled, drains, culverts as and when occasion shall arise and they shall have free passage for running of all gas, electricity, water, and drains to and from any other building or land of the Industrial area across the demised property made or to be made with the consent of the Lessor who or such person as aforesaid making any such entry shall cause as little damage as may be to the demised property. But if any substantial damage be caused thereby, the Lessor shall make good and the decision of the Chairman BSCIC on that matter shall be final and binding upon the parties.

(iv) That the Lessor shall always have the right and be entitled without obtaining any consent from or paying any compensation to the Lessee, to deal as he may think fit with any of the lands adjoining or opposite or near to the demised property and to erect or permit to be erected therein any buildings, structures, etc. notwithstanding such constructions, etc. may affect or diminish the light or air which might have been at any time during the currency of this Indenture enjoyed by the demised property or any part thereof.

16. It is hereby further mutually agreed and settled between-

(i) BSCIC can increase the existing value of land time to time consistence with the market value.

(ii) The Lessor reserves to himself the right to all minerals in the demised property together with such rights of way and other reasonable facilities as maybe requisite for working, gathering and carrying away such minerals.

(iii) In the event of this lease expiring by efflux of time and not by determination as aforesaid by the Lessor.

(a) If the Lessee be not desirous of renewing this lease the Lessor shall at cost of the Lessee do so for such further period and on such terms, covenants and conditions as the Lessor may then determine.

(b) If the Lessee be not desirous of renewing the lease he shall be at liberty to remove all such buildings, structures & machineries etc., erected or fixed by him within three months of the expiry of this Lease or such further time as the Lessor may grant, on payment in advance of the rent for such period, part of month being always counted as a full month. Anything (including, buildings & machineries) not removed within the prescribed or extended time shall vest in and be the absolute property of the Lessor free from all claims whatsoever from anybody and the Lessor may remove the same and recover the cost of doing so from the Lessee.

(iv) In the event of the Lessee failing to quit or give up peaceable possession of the demised property in clean good order and condition on the determination of this lease whether by notice or efflux of time or of such.

further times as may be allowed to the Lessee, the Lessor may to be forthwith re-enter into or upon the demised property and summarily eject the Lessee or any other persons or person therein without intervention of any Court of Law and may retain as his absolute property free from all claims and encumbrances whatsoever from anybody including the Lessee and/or sell free from such claims and encumbrances whatsoever all or and or the goods or things found upon the demised property. The Lessor may further have the demised property put into clean and good order and condition and all such costs shall be recovered from out of the said sale proceed and/or from the Lessee.

The amendment of clause 16 has been made as per approval of the Ministry of Industries vide memo no. শিম/স্বস-বিসিক/২১/২০০৫/১৫ তাং ০৫-০১-২০০৬ খ্রিঃ

17. The Lessor shall have the first lien on all goods and things all buildings, structures and machineries, etc, on the demised property which the Lessor may sell or dispose of at his option and utilize the sale proceeds thereof for liquidating any dues by the Lessee to the Loss or:

Provided that if the Lessee borrows from industrial Development Bank of Bangladesh or any Loan giving Agency established under a statute for the purpose of setting up the undertaking then the lien and/or charge on all goods and things on the land including buildings, structures and machineries etc, will rank pari-passu with the said Bank or Agency and in the event of the sale proceeds being distributed, the same shall be distributed in the proportion to the respective advances made by the Lessor and the said Bank or Agency.

The amendment of clause 17 has been made as per approval of the Govt. vide C& I Deptt. Memo No. BSCIC/3 M-46/65/825 dated 29.08.67.

18. In the event of the Lessee's failure to pay any sum due as rent, premium or any other account under or in accordance with these presents (whether formally demanded or not) or of the Lessee's business be wound up voluntarily (save for the purpose of reconstruction or amalgamation) or otherwise or if the Lessee (not being a corporation) shall have a Receiving Order in Bankruptcy against him then the Lessor shall forthwith be entitled to re-enter into or upon the demised property or any part thereof and take possession thereof and thereupon this demised shall absolutely and forthwith determine but without prejudice to any right of action to the Lessor in respect of any antecedent breach by the tenant of the clauses and conditions herein contained, in the event of determination of the lease under this clause the lessee shall be entitled to remove all buildings, structures & machineries etc, erected or fixed by him on the demised property and any other goods lying therein. Within three months of the determination of the lease or within such further time as the Lessor may grant on payment in advance of the rent for period, part of a month being always counted as full month. Any such thing not removed within such period shall vest in and be the absolute property of the Lessor may remove the same and recover the cost of doing so from the Lessee or may deal with it in any manner he likes.

19. Any notice required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if left addressed to him on the demised property or forwarded to him by post or left at his last known address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

20. That all moneys payable by and/or realizable from the Lessee by the Lessor under this indenture shall be regarded as Public Demanded and realizable as such.

21. That if there be any dispute as to the terms or conditions or as to the reasonableness or propriety of any cost or of anything contemplated to be done or decided by the Lessor, the decision of the Lessor in this behalf shall be final and binding upon the parties and no Civil Suit shall lie there of.

22. That in the event of the Lessor's failure to utilize the plot allotted to him as per mutually accepted implementation schedule and the approved layout plan than the Lessor shall be entitled without making further reference to the Lessee to cancel the plot in full or part thereof and taka back the demised property accordingly. The Lessee will now ever be allowed to remove his structures and other belongings. If any, there in within four weeks from the date of the cancellation, failing which the Lessor shall remove those things at the cost risk of the Lessee.

23. That at any time the Lessor shall be entitled bring changes in the terms and condition or this indenture which might be warranted to suit the Govt. Industrial policy and other rules and regulations which might come under its preview.

SCHEDULE I

All the piece or parcel of land containing by measurement.....
Square feet thereabout situated in the.....
Industrial Estae of BSCIC in the Sub-Registration District.....
Mouza.....P.S.....being plot No.....
of Block No.....of the Layout plan of the.....
Small & cottage Industrial Estate Prepared by the BSCIC and more Particularly
delineated on the plan annexed hereto and therein colored yellow.

SCHEDULE II

1. The Lessee has paid premium of Tk.....
in lump sum on allotment and has deposited the same in the.....
to (lie Account of BSCIC.....Small & Cottage
Industrial Estate Account by Receipt No.....
..... Date.....

OR

The Lessee has paid the first installment of premium amounting to
Tk.....and has deposited the same in the.....to the
Account of BSCIC.....Small & Cottage
Industrial Estate Account by Receipt No.....
..... Date.....

AND

The balance of premium with interest shall be paid as follows:-
(a) on or before.....a sum of TK.....
being the First Installment of premium.

- (b) on or before.....a sum of TK.....
being the Second Installment of premium.
- (c) on or before.....a sum of TK.....
being the Third Installment of premium.
- (d) on or before.....a sum of TK.....
being the Fourth Installment of premium.
- (e) on or before.....a sum of TK.....
being the Fifth Installment of premium.
- (f) on or before.....a sum of TK.....
being the Sixth Installment of premium.
- (g) on or before.....a sum of TK.....
being the Seventh Installment of premium.
- (h) on or before.....a sum of TK.....
being the Eighth Installment of premium.
- (i) on or before.....a sum of TK.....
being the Ninth Installment of premium.
- (j) on or before.....a sum of TK.....
being the Tenth Installment of premium.
- (k) on or before.....a sum of TK.....
being the Eleventh Installment of premium.
- (l) on or before.....a sum of TK.....
being the Twelfth Installment of premium.
- (m) on or before.....a sum of TK.....
being the Thirteenth Installment of premium.
- (n) on or beforea sum of TK.....
being the Fourteenth Installment of premium.
- (o) on or before.....a sum of TK.....
being the Fifteenth Installment of premium.
- (p) on or before.....a sum of TK.....
being the Sixteenth Installment of premium.
- (q) on or before.....a sum of TK.....
being the Seventeenth Installment of premium.
- (r) on or before.....a sum of TK.....
being the Eighteenth Installment of premium.

1. No deposit will be accepted after due date except as provided for in clause 4 below.
2. "Payment of ground rent as fixed by the Government from time to time shall be the responsibility of the Lessee beginning from the date of allotment of plot"

The amendment of clause-2 under schedule II has been made as per approval of the Govt. vide Commerce & Industries Deptt. Memo No. Sec. ix (BSCIC/3A-3/68/886 dated 5-8-1968.

3. The annual rent is payable by the Lessee in two equal half yearly installments, one on the 1st day of July & the other on the 1st day of January each year.

4. In case of default in paying of any installment or installments the Lessee shall pay interest at the rate of 10% percent per annum until full realization without prejudice to the right of re-entry or other rights of Lessor therein before reserved.

5. Notwithstanding anything contained in clause (1) & (2) of the schedule the Lessee shall be liable to pay whatever additional amounts are payable under these presents.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE MONTH AND THE YEAR FIRST ABOVE WRITTEN

Common Seal of the BSCIC

Common Seal or Signature of the Lessee

Witness

Witness

1.

1.

2.

2.

**THIS DEED OF LEASE HAS BEEN APPROVED BY THE
GOVT. VIDE THEIR LETTER NO. DEV-111/3M-28/62/1158
DATED: DECEMBER 24,1962**

