

03.314.014.08.00.147.2015-314- 443
Reference :
May 26, 2015
Date :



**BANGLADESH
EXPORT PROCESSING
ZONES AUTHORITY**

BEPZA COMPLEX

House # 19/D, Road # 6, Dhanmondi, Dhaka-1205

PABX : 9613459, 9613467, 9613462

Fax : 880-2-9673020, 9661849

E-Mail : info@bepza.org

web : www.epzbangladesh.org.bd

General Manager
Karnaphuli Export Processing Zone
North Potenga
Chittagong.

Subject: Handing over physical possession of the plot no.34,sector-3 in Karnaphuli EPZ

Please find enclosed herewith a copy of the Lease Agreement dated 26.05.2015 executed between BEPZA and M/s Trident Cycles Company Limited. You are hereby requested to hand over the physical possession of the plot no.34, sector-3 measuring an area of 1956.64 q. meters (Approximately) in Karnaphuli EPZ to M/s Trident Cycles Company Limited. as per terms and conditions of the agreement under reference.

Sd/-

(Md. Ashraful Kabir)

General Manager (Investment Promotion)

e-mail:gm-ip@bepza.org

Copy forwarded enclosing a copy of abovementioned Agreement for information and necessary action to :-

1. The Chief Accounts & Finance Officer, BEPZA, Dhaka.
2. The Superending Engineer, Karnaphuli EPZ.
3. Senior System Analyst, BEPZA, Dhaka.
4. Manager (Accounts), Karnaphuli EPZ.

Copy also forwarded without enclosure for kind information to:-

1. Managing Director, M/s Trident Cycles Company Limited, Karnaphuli EPZ.
2. Manager (Coordination) to the Executive Chairman, BEPZA, Dhaka.
3. CO to the Member (IP), BEPZA, Dhaka.
4. File/Master file.


General Manager (Investment Promotion)

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳ ১০০



৳ ১০০

একশত টাকা

কচ ১০৩৭৮১৯

LAND LEASE AGREEMENT

THIS AGREEMENT made and entered into on the twenty six day of two thousand fifteenth year of the Christian era; corresponding to the twelfth day of Jaistha one thousand four hundred and twenty second year of the Bangla era.

BETWEEN

BANGLADESH EXPORT PROCESSING ZONES AUTHORITY, a body corporate, established under the Bangladesh Export Processing Zones Authority Act 1980 (Act No. XXXVI of 1980) (hereinafter referred to as 'THE LESSOR' which expression where the context so admits, shall include its successors) of the ONE PART.

AND

M/S. TRIDENT CYCLES COMPANY LIMITED, a **Private Limited** enterprise having its office in 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 First Schedule (hereinafter referred to as "The said land") is at present vested in the LESSOR and the LESSEE requires the said land for industrial undertaking and the LESSOR has agreed to lease out the said land to the LESSEE by issuing this lease for 30 (thirty) years (renewable for a further period of 30 (thirty) years by mutual agreement) under the following terms and conditions (hereinafter referred to as 'the said terms and conditions

AND WHEREAS the LESSEE has paid to the LESSOR a sum of US\$ 4305 (four thousand three hundred five) only equivalent to one year's rental of the said land as security deposit which sum shall be held by the LESSOR for the duration of the lease in the form of a guarantee against any possible loss or damage come to the property of the LESSOR or failure by the LESSEE to pay rental and other charges.

৳ ১০০



৳ ১০০

একশত টাকা

কচ ১০৩৭৮২০

NOW IT IS HEREBY AGREED AS FOLLOWS

The amount of rental chargeable on the said land is US\$ 2.20 in (US Dollar two and twenty cent) per square meter per annum payable quarterly in advance. The rental rates may be revised by the LESSOR from time to time

2. The LESSOR shall handover vacant possession of the said land to the LESSEE who shall have the right at its own cost and expenses to erect upon the said land a factory or other buildings which shall be subject to the approval of the Bangladesh Export Processing Zones Authority and shall be used as industrial premises in accordance with such approval and for no other purpose whatsoever.
3. The LESSEE undertakes that it will not build on the said land any type of building other than that prescribed by the LESSOR and that it will not permit the said land or the building to be used for any purpose other than as an industrial premises or for any purpose which is unlawful or which is or may be a nuisance or which may interfere with the peaceful possessions of the owners or occupiers of any neighbouring plot/plots of land.
4. The LESSEE shall at all times permit the LESSOR its contractors agents, workmen and others authorized by it to enter upon the said land and premises for the purpose of erecting and of laying drains, sewers, pipes, cables or wires on over or under the ground and supplying gas, water, electricity and telephone services to and for drains of surface water and sewerage from the said land/ or any neighbouring plot/plots of land.
5. The LESSEE that will be provided with new connections of electricity, water and gas shall have to pay security deposit equivalent to 03 months probable bills against the utilities. The probable bills will be calculated on the basis of the demand by LESSEE for the utility connections.
6. The LESSEE shall, pay any rates or fees which may be levied on the property by the LESSOR in respect of services such as domestic garbage disposal, street cleaning, sanitary services, water, electricity, gas etc.
7. (a) The LESSEE shall settle/pay all rental dues, taxes, bills of water, electricity and gas etc. within 15 days from the date of issuing the bills failing which the LESSOR may suspend issuing of export permit and import permit.
(b) If the LESSEE defaults in payment of the said bills within fifteenth days aforesaid, a surcharge shall be levied by the LESSOR thereafter at a rate prescribed by it for in its Collection and Billing Procedure 1999.
(c) In addition and without prejudice to the powers, rights and remedies by the agreement conferred, if the LESSEE defaults in payment of the utilities bills alongwith surcharge within two months of due date, the LESSOR may disconnect/snap the electricity/water/gas connections provided to the LESSEE.

৳১০০



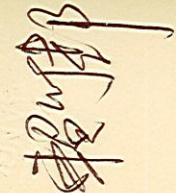

৳১০০

একশত টাকা

কচ ১০৩৭৭৬৮

d) The LESSEE shall comply with all the terms and conditions contained in the permission letter or any permission of the LESSOR issued for day to days smooth operation. In the event that the LESSEE fails to perform or observe as per conditions of permission letter and misconduct or violate any terms and conditions of any permission of the LESSOR and if the LESSEE practices any corruption, shall be subject to adjudication by LESSOR or the Customs Authority of the zone, even if such violation is detected by any other agency, the LESSOR shall be entitled to terminate the lease agreement and shall impose penalty as it deems fit in this respect.

8. Dues amount including surcharge shall not exceed to the amount equivalent to two quarter rental charges. If not paid earlier, after the expiry of second quarter the land lease agreement would be liable to be cancelled and the arrears shall be adjusted from the security deposit and the LESSOR shall have the right to take other measure to realize the dues, if any after such adjustment, as it deems fit.
9. Without prejudice to the powers, rights and remedies by the agreement conferred, In the event that the LESSEE fails to set up the manufacturing operation within the specified period of time and is unable or fail to produce and /or export as per the project document submitted by its and perform as per conditions of BEPZA permission letter dated 09.04.2015, the LESSOR shall be entitled to terminate the lease agreement after the expiry of twenty one (21) days of sending a notice in writing by the LESSOR to the LESSEE in this respect.
10. (a) The Lease of the said land is subject to and conditional upon the due performance and observance by the LESSEE of its obligations under this Agreement and of the said terms and conditions contained in the second schedule hereto and should the LESSEE fail to perform or observe any condition or stipulation herein or under the said terms and conditions on its part to be performed or observed and shall continue to fail to perform or observe such condition or stipulation after the expiration of twenty one (21) days after the LESSOR shall have served on the LESSEE a notice in writing specifying the breach or breaches of LESSEE's obligations.
 (b) Under this Agreement and or the said terms and conditions contained in the Second Schedule which the LESSEE is alleged to have committed and requiring the LESSEE to remedy the said breach or breaches within the said period of twenty one (21) days, it shall be lawful for the LESSOR to forthwith determine this Agreement and revoke the lease of the said land in which event the LESSOR shall be entitled rescind the contract and to forfeit all money paid by the LESSEE on account of rent, security deposit etc.
 (c) In addition and without prejudice to the powers, rights and remedies by the agreement conferred, if the LESSEE fail to perform or observe any conditions contained in the Second Schedule hereto and should the LESSEE fail to perform or observe any condition or stipulation in the lease agreement, the LESSOR be entitled to re-enter upon the said land and/or buildings structures and take over all other assets thereon belongs to the LESSEE and to reallocate the same land to others and sale the said building structures and other assets to any other party in the manner best suited to the LESSOR and realize the dues on account of rental and utility charges etc. of the LESSOR from proceeds of the said sale/reallocation and the LESSEE shall have no further or other claims against the LESSOR in respect of the said land, the building, structures or other assets.

- 
11. LESSOR reserves the right to remove/dispose of the machinery, equipments, raw materials and other goods of an enterprise within a zone for the following reasons:-
 - a) Where LESSEE has failed to pay dues, and other financial liabilities of the Authority;
 - b) Where LESSEE has been closed by the management of the LESSEE or by the LESSOR;
 - or
 - c) Where LESSEE has been relinquished or abandoned by the management of the LESSEE.
 12. In case the constructed factory building or machinery or any structure thereof is found left out by any enterprise and the whereabouts of the owner is not traceable that will be sold out by the Authority as per rules for realization of dues and if the sale-proceeds so earned is in excess of the dues payable to BEPZA shall stand forfeited and the enterprise shall have no claim on that excess money. But if the sale-proceeds is less than the amount of dues, LESSOR shall have the right to take measures for realization of remaining dues.
 13. The LESSEE shall comply with guidelines/Instruction # 1 & 2 of 1989, circular issued vide letter no. 03.307.002.00.00.118.2010-2065 dated 24.12.2013 on minimum wages of the workers and the EPZ Workers Welfare Association and Industrial Relations Act, 2010(Act no-43 of 2010) issued/circulated and as amended from time to time by the Authority in regard to wages, employment, salary, leave discipline, health, compensation, insurance and other benefits to the employees engaged for work in LESSEE'S enterprise.
 14. The LESSEE shall comply with the rules pertaining to environment protection, pollution control and effluent treatment and take necessary safety measures against possible fire hazards.
 15. All costs of and incidental to this Agreement and to the subsequent lease of the said land including the LESSOR's solicitor costs shall be borne by the LESSEE absolutely.
 16. Any notice or demand required to be given or made by either party to the other shall be in writing and shall sufficiently served if the same is sent by registered post addressed to either party at the respective address herein stated or at its last known address in Bangladesh and shall be deemed to have been received by it on the day following the date on which it was so posted.
 17. In this Agreement where the context admits:
 - (a) Words importing the masculine gender only include the feminine and neuter genders.
 - (b) Words importing the singular number only include the plural and vice versa.

IN WITNESS WHEREOF THE parties hereto have hereunto set their hands day and the year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

01 (one) plot situated in the police station North Potenga, district of Chittagong which said Plot no. 34, sector-3 in Karnaphuli Export Processing Zone, the site whereof are delineated and edged red on the plan annexed hereto and marked containing 1956.64 sq. meters (approximately) in extent or thereabout.

THE SECOND SCHEDULE ABOVE REFERRED TO: Express condition.

1. The LESSEE registered by the Bangladesh Export Processing Zones Authority shall within 03 (three) months from the date of signing this Agreement start construction of multi-storied factory building or buildings on the lands hereby leased in accordance with the plan approved by the said authority and shall maintain the building or buildings and premises so erected to the satisfaction of the said authority. The LESSEE shall start commercial production/operation of the factory within one year.
2. The LESSEE shall pay and discharge all taxes, rated assessments and charges whatsoever which may be payable in respect of the land hereby leased or any part thereof levied by the appropriate authority
3. The LESSEE shall treat and dispose of or cause to be treated and disposed of trade and other effluents in a manner which is in accordance with the standards of state bodies and to the satisfaction of the said authority.

4. In the event the LESSEE raising any amount by way of mortgaging his leasehold interests in the land owned by BEPZA 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 BEPZA, 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 BEPZA. BEPZA 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 BEPZA for operation in the Karnaphuli Export Processing Zone.

Registration in- Interest:

1. The land hereby leased shall not be transferred, leased, subleased or otherwise in any manner dealt with or disposed of without written sanction of the LESSOR.
2. The land hereby leased shall not be subdivided.
3. The factory building constructed by the LESSEE on the allotted land shall not be leased or subleased or otherwise in any manner dealt with or disposed of without written approval of the Authority.
4. The LESSEE shall have to keep provision of multistoried factory building and have to start the construction work of the factory building on the allotted plots for best utilization of the land. The structural design and drawing of the Factory Building must be comply with the National and BEPZA building code.
5. This lease agreement shall come into force with effect from the fourteenth day of April, 2015 and the rent will be charged from the same date.



Sayed Nurul Islam
Member (Investment Promotion)
Signature for and on behalf of
Bangladesh Export Processing Zones Authority
(LESSOR).

The common seal of the Bangladesh
Export Processing Zones
Authority was hereunto affixed
in the presence of



Lai Chu Lin
Director
Signature for and on behalf of
M/s Trident Cycles Company Limited.
(LESSEE)

WITNESSES :

1.

2.

WITNESSES :

1.

2.

(This agreement is completed in 5 (five) typed pages.)