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রাজেউক এর চেরারম্যান মোঃ আনুর রাজ্যান গ্রন্থার আনুর্বার মুক্তিরিক আনুর্বার

মাঃ কাকক হোসাইন মাজ্য ভিত্যান সংখ্যারী (এটেটা-১) আম-মেডার মতিল মং-১২। য়ালসক, উভয়া, চুৰা

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মোঃ আলুর রজনা এর প্রে স্থান্য আন-লোকর প্রেক্তিকর্ম

के केयान शब्दाती (स्थापकी) भाभ-स्थादनत जीनल संद-३३ साक्ष्यक्त, द्वावसा, प्राथम ।

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gd. gragible MD- Anwar Hossain

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For: (Messes Messes Some 2619125







RAJUK, DHAKA

ALAMGIR DADON
M.S.S., LL.B.
Advocate, Judge Court Dhaka
Notary Public Whole of Bangladesh
Government of Bangladesh
86, Gulshan Shopping Center

10 JAN 2019

STANDARD LEASE AGREEMENT FOR RESIDENTIAL LAND

IN

UTTARA 3RD PHASE MODEL TOWN

OF

RAJDHANI UNNAYAN KARTRIPAKKHA



THIS INDENTURE OF LEASE MADE this. 28 day of day of five Thousand Sixteen of the Christian Era.

BETWEEN

RAJDHANI UNNAYAN KARTRIPAKKHA hereinafter called the "LESSOR" (which expression where the tern so admits or implies shall include it's successors, representatives or assigns) of the One Part.

AND

MD. ALAMGIR DADON
M.S.S. LL.B.
Advocate, Judge Court Dhaka
Notary Public Whole of Bangladesh
Government of Bangladesh
86, Guishan Shopping Center
Guishari 1948-87

I) Md. Anwar Hossain, S/O-Late Alhaj Abul Hossain & Begum Hosne Ara, Permanent Address-Amghat Road, Pardighulia, Tangail Sadar, Tangail. Profession-Business, Religion-Islam, Nationality -Bangladeshi by birth.

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

WHEREAS THE LESSOR is the sixteen Anna's owner and in exclusive possession of the piece of parcel of land measuring

Bigha 03 (Three) Katha X Chattak X Sft. More or less, fully described in Schedule-I annexed hereto, here in after called "the demised property."

Here insert the name of LESSEE. If the LESSEE is an individual, mention his or her father's or husband's name as
fact be mentioned address of the Registered Office in Bangladesh should be noted.

purposes of maintenance, repairs etc. After these works have been completed as also prior to their execution the LESSEE shall be entitled to use the said space as open space for recreation and enjoyment. The LESSEE may also use it for storage purpose but without erecting any structure thereon.

- PUBLIC * 4890 PO 4890 PO 1890 PO 1890
- 4. That within four years from the date of registration of this Deed or within such further time as the LESSOR may allow in their discretion, the LESSEE shall complete the construction on the demised property of a building with all necessary boundary marks, drains and appurtenances for the purpose of residence including a septic tank, approved by the Authorized Officer of RAJDHANI UNNAYAN KARTRIPAKKHA.
- 5. That if the LESSEE fails to complete the building or such house and appurtenances within the period referred to in Clause 4, the Lease shall be liable to be terminated by the LESSOR and on such termination the LESSOR shall enter upon and the LESSEE shall surrender the demised property to the LESSOR forthwith and the LESSOR shall refund to the LESSEE the actual amount paid by him on account of premium excluding interest if any paid and the right, title and possession of the demised property shall be deemed to have automatically vested with the LESSOR who shall have right to enter upon the demised property removing any obstruction that may be fund and may use or deal with the demised property as may appear to the LESSOR to be expedient but the LESSEE shall nevertheless be liable to pay rent at the stipulated rate for the period of the lease up to the date of determination of this lease, part of the year being counted as a full year for the purpose of the payment of such rent and service charges.
- 6. That the said house and appurtenances shall be constructed in accordance with such plans, elevations and specifications as shall be approved in writing by the LESSOR or by any Officer duly authorized by the LESSOR but such approval in no way absolves the LESSEE from the responsibility of complying with all rules, regulations and by-laws as are in force for the time being and as may be made from time to time by the LESSOR or by any other Local Authority having Jurisdiction over the area regarding th regulation, construction, control etc, of buildings. The LESSEE will have no right to object to any change of plan or any construction according to duly approved plan in any area beyond the demised property.
- 7. That the LESSEE shall not without the previous consent of the LESSOR in writing, erect or suffer to be erected on any part of the demised property any building other than and except the dwelling house and appurtenanceshereby covenanted to be erected.
- 8. That the LESSEE shall not without the consent as aforesaid carry on or permit to be carried on in or upon the demised property any trade or business whatsoever, or use or permit the same to be used for any purpose other than that of a residential house provided that the LESSOR may be an order in writing permit carrying on of any trade or business on any premises which in it's Option is not likely to cause any disturbance or annoyance to the occupants of admitted property and disturb the residential, character of the locality.

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MORIE: 61714-3233572

9. That the LESSEE shall keep the demised property and buildings from time to time standing thereon clean, sanitary and in good order, condition and repair to the satisfaction of 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 be recovered from the LESSEE under the Bengal public Demand Recovery Act, 1913.



- 10. That the LESSEE shall not make any alteration, addition or modification in the buildings on the demised property without the prior consent in writhing of LESSOR or an officer duly authorized by him and its previous approval in writing of the plans and specifications thereof.
- 11. That during the currency of this Indenture the LESSEE shall carry out at his own cost all clearing, filling, leveling etc. of the demised property.
- 12. That the LESSEE shall in no way diminish the value of or cause any injury or make any permanent or temporary alteration in the demised property without the previous written consent of the LESSOR and shall not sell, dispose of any earth gravel or stone from the demised property nor excavate the same except so far as may be necessary for the execution of the works aforesaid PROVIDED nevertheless that the LESSEE may use for the purpose the said works, or sell or dispose of any materials excavated in the proper execution thereof, PROVIDED always that where unauthorized alteration is made to or materials are excavated from the demised property, the LESSOR may by notice require the LESSEE to restore the property to its original state at his own cost within a specified time, and in the event of default on the part of the LESSEE to comply with it's direction, the LESSOR may cause such restoration to be made and realize the cost thereof from the LESSEE under the Bengal public Demand Recovery Act, 1913.
- 13. That the LESSEE shall preserve intact the boundaries of the demised property and shall keep the same well demarcated and shall point 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.
- 14. That the LESSEE shall permit every authorized officer of the LESSOR after due notice at all reasonable times to enter into or upon and view, inspect and examine the demised property or any part thereto and or any buildings etc, thereon for the time being erected or in course of erection or subsequent thereto and for all other reasonable purposes.

Provided that in the event of the LESSEE willfully and unreasonably obstructing such entry he shall be liable to penalty of Taka Fifty for the first obstruction. Taka One hundred for the second obstruction and Taka Two Hundred for such subsequent obstruction and that the penalty imposed under AVESTER BY

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this clause shall be recovered from the LESSEE as a public Demand under the Public demands Recovery Act. 1913.

- 15. That the LESSEE shall not do or permit anything to be done on the demised property or in any building etc, thereon which may in way be a nuisance or be inconvenient to the LESSOR or the other EESSEES or persons in the neighborhood or locality.
- 16. That the LESSEE shall construct a pucca culvert over the roadside drain connecting approach road to the building of the LESSEE.
- 17. That no tree standing on the demised property shall be cut down be the LESSEE unless such cutting down is necessitated for the constructed of the building and or its appurtenances in accordance with he plan approved by the appropriate authority in which case, however, the LESSEE SHALL HAVE TO obtain prior assent of the LESSOR and the LESSEE shall have the further obligating if so required by LESSOR to plant a new tree at the site indicated by the LESSOR.
- 18. That the LESSEE shall keep the demised property free from jungle and form nuisance of all sorts including rubbish and stacks of bricks mortar and building materials generally except so far as may be reasonably necessary during or repairing operations, in default such jungle of other nuisance may be removed by the LESSOR and the expenditure incurred in and about the removal thereof shall be paid by the LESSEE on the demand and may be recovered from the LESSEE as a public demand under the Public Demands Recovery Act. 1913.
- 19. That the LESSEE shall not make or permit to be made on the demised property any cess-pools or well-privies .Any such cess- pools or well-privies may be filled up and matter deposited therein removed by the LESSOR at the LESSEE'S expense, and the expenditure so incurred may be recovered from him as a public Demand under the Public Demands Recovery Act. 1913. The LESSOR may at any time prohibit the use of a septic tank if in its opinion it is not being maintained in a satisfactory manner. Such order shall continue in force until the LESSOR is satisfied that necessary measures have been taken to remedy the defects.
- 20. That the cost of additional amenities which are not include in the present development scheme such as sewerage, drainage and the widening of internal roads now provided shall be receivable from the LESSEE as a public Demand provided that the charge on account thereof shall not exceed the cost of such construction as may be assessed by the LESSEE in the light of prevailing prices of materials and labor used for construction.
- 21. That if and when any question arises with regard to further or higher amenities such as setting up of Schools, Mosques, Park, Play Ground, Shopping Center etc. For which lands have already been earmarked in the Township, the LESSOR shall not be responsible for construction and management of institutions.

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22. That the LESSEE shall not sell, charge, mortgage exchange, gift a way or otherwise assign subject encumber or in any way part with or dispose of the demised property or any part thereof except as provided in Clause 23 hereinafter.

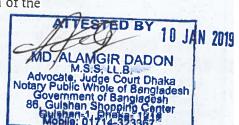
23. That subject to provision of Clause No-22 of these presents the LESSEE may after full payment of the total premium has been made and after completing the constructing of the ground floor of residential building as per plan approved by the Authorized Officer, RAJUK transfer the whole of the demised property but not part of it, on giving clear 30 (thirty) days notice in writing to the LESSOR and after obtaining the prior permission of the LESSOR in writing and on prior payment to the LESSOR of a transfer fee which shall constitute a prior charge on the demised property. and which for all transfer taking place before the Thirsty First day December, 2006 shall be at the rate of Taka per bigha of the demised property and for transfer taking place thereafter the transfer fee shall be at the rate to be fixed from time to time by the LESSOR

Provided (i) that in cases of gift to husband, wife or children, grand-children, father or mother, no transfer fee shall be payable and such transfer may be made before construction of building in the demised property but after registration of LESSEE DEED and after giving clear 30 days notice to the LESSOR and obtaining of prior permission of the LESSOR in writing. If at anytime more than one person acquire the demised property by way of succession or transfer all of them shall enjoy the demised premises as their undivided joint property maintaining the indivisible character of the plot and none of the LESSEES shall transfer his /her individual share separately to anybody other than to a co-sharer in the plot.

Provided (ii) further that the demised property either with buildings or without the same be mortgaged with the prior permission of the LESSOR in writing to or be held in security by the house Building Finance Corporation or any other agency for the purpose of obtaining a House Building loan after payment First installments of premium as stipulated in this presents and after execution and registration of this indenture of lease provided that the dues payable to the LESSOR shall be payable for such mortgage unless a mortgagee exercises his / her right of foreclosure or the property if sold in execution of a decree of a Civil Court for the mortgage money or for any debt of the LESSEE and purchased by a person other than the LESSEE.

Provided (iii) further that in all cases of transfer the LESSOR shall have the right of pre-emotion.

Provided (iv) further that in case the LESSEE transfers the demised property before any construction in contravention of provisions of Clause 22 of this lease, the lease shall stand determined and demised property shall vest in the LESSOR who in the evernt of LESSEE failing to deliver peaceful possession of the demised property shall be entitled to enter and take possession of the



demised property. Provided further that incase of surrender of the demised property by the LESSEE to the LESSOR, the LESSEE shall be and entitled to refund of the amount paid on account of the premium herein reserved deducting there from the same recoverable from the LESSEE on the account of rent, service charge till the date of determination of the lease.

Provided (v) further that the LESSEE shall not transfer demised property to anybody other than Bangladeshi national. Any transfer it made in contravention of this clause shall be demand to be void and not binding upon the LESSOR.

Provided (vi) further completing the construction of the ground floor of residential building as per plan approved by the Authorized Officer, RAJUK is not necessary in case of LESSEE who where leased-out plots on acquisition of land affected by RAJUK scheme.

- 24. That subject to provisions of Clauses 22 & 23 of these presents all transferred of the demised property shall be registered in the office of the LESSOR after it is registered under the registration Act of 1882 and unless this is done the LESSOR will not be bound to recognize or accept any persons as LESSEE of the demised properly in place of the transferor.
- 25. That in addition to the rent and service Charged the LESSOR shall be entitled to charge and realize form the LESSEE maintenance cost for the roads, street lighting, parks etc. annually or arteriole till such time as the Municipal Committee or any other local authority assumes charge of the said maintenance and the LESSEE Shall pay to LESSOR such charge for the maintenance cost as the LESSOR may fix and the same P.D.R. Act-1913. Provided that such maintenance cost shall not be payable during the first five years from the commencement of the lease. The amount of such cost shall be fixed by the fixed by the LESSOR in its discretion and its decision shall be final and no Civil shut shall lie therefor.
- 26. It is expressly understood and hereby mutually agreed and settled between th LESSOR and the LESSEE that the LESSEE has been grant on the basis of the information furnished and declaration and statement made in the application and affidavit submitted by the LESSEE for Allotment of the demised property; and if any time any or more of such information or declaration or statement is /are found to have been made falsely or by way of suppression or has already been registered or that the possession of the demised property has been delivered to the LESSEE or that the construction has been registered or that the possession of the demised property has been delivered to the LESSEE or that the construction has been made, the LESSOR shall be entitled to cancel the allotn ent determine the lease in accordance with the provision of clause 29(i) hereinafter and forfeit the premium paid by the LESSEE and on such determination the demised property and any construction thereon shall vest in the LESSOR and be the absolute property of the LESSOR free from all encumbrances.
- 27. That all installments of premium, additional interest payable or delayed payment of premium if any, cost of further amenities, presents shall constitute a first charge on the demised property payable to the LESSOR before effecting any manner of transfer excluding mortgage by including foreclosure and sale in execution of decree of a civil court to a person other than the LESSEE.

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28. That when any change in ownership or possession occurs by succession or transfer, the person becoming entitled to such succession or transfer, as also the person who effect it shall within one calendar month from the date thereof, give notice in writing to the LESSOR of such succession or transfer provided that where one of them has given the LESSOR such notice nothing in this lease shall require other party also to give notice.

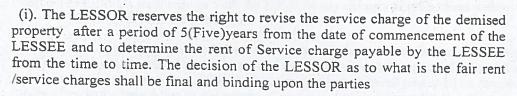


- 29. Now it is mutually agreed by and between the parties hereto that:
- (i) in the event of the LESSEE committing breach of any of the covenants of this indenture other than payment of rent and taxes and there being no specific provisions in respect of such breach in this covenant the LESSOR shall be at liberty without prejudice to any rights that it may possess, after giving one calendar month's notice in writing to determine the lease under these presents, re-enter into or upon the whole of the demised property or any part thereof and take possession thereof including all buildings, structures etc. thereon and there upon the lease shall forthwith cease and the demised property including all buildings, structures etc. thereon shall wholly vest in and be the absolute property of the LESSOR but the LESSEE shall be entitled only to such compensation for the buildings, etc. as may be determined by the Chairmen of the Rajdhani Unnayan Kartripakkha, RAJUK whose decision shall be final and building on the parties. The LESSEE however may remove any goods or things not being part of any buildings or structures on the demised property within fortnight of such determination failing which they shall all be forfeited to the Lessor and the LESSEE shall not be entitled to any price. compensation or damage whatsoever therefore.
- (ii) That the LESSEE paying the rent hereby reserved and faithfully observing and performing the several convents and stipulation herein contained shall peaceably hold and enjoy the demised property during the currency of this indenture 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, structure, in the neighborhood of the demised property in any manner they think fit.

(iii) That the LESSOR their surveyors, agents workmen and any other person authorized in writing by the LESSOR shall, on giving verbal notice to the occupier, have full liberty and right at all reasonable times to enter into or upon the demised property or any part thereof for the purpose of repairing any adjoining premises and or service mains, cables, drains, culverts etc. 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 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 the loss and decision of the chairman, Rajdhani Unnayan Kartripakkana on A that matter shall be final and binding upon the Parties.

30. It is hereby further mutually agreed, and settled between the parties as follows:



- (ii) The LESSOR reserves the right to all minerals and sub soil right in the demised property together with such right of way and other reasonable facilities as may be required for working, gathering and carrying away such minerals, earth oils, gold washing, coal, mines etc.
- (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 desirous of renewing his lease the LESSOR may at the cost of the LESSEE do so for such further period and on such terms, convenient as they may then determine; and
- (b) If the LESSEE be not desirous of renewing the lease, be shall be at liberty to enter into or upon the demised property and remove all such building etc. erected by him for a period not exceeding three months frcm 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 a month being always counted as a full month. Any thing (Including buildings and structures) not removed within the said period or any extension thereof, if any shall vest in and be the absolute property of the LESSOR free from all claims whatsoever from the LESSEE or any body and the LESSOR may remove the same and recover the cost of doing so from the LESSEE as public demand. under the public Demands Recovery Act.1913.
- (iv) In the event of the LESSEE failing to quit or give peaceable possession of the whole of the demised property in clean and good order an condition on the determination of this lease under the terms of these presents or within such further time as may be allowed to the LESSEE, the LESSOR may forthwith reenter into or upon the demised property and summarily eject the LESSEE or any other person or persons thereon without intervention of any court of law and may retain every thing found on the demised property as their absolute property free from all claims and encumbrances whatsoever from any body, including the LESSIE and or sell free such claims and encumbrances whatsoever all or any of 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 cost be recovered from out of the said sale proveds and or from the LESSEE.

31. The LESSOR shall have the first lien openally structures etc. on the demised by the shall whole of sandy and so including all buildings, structures etc. on the demised by the structure of the sandy and so including all the sandy and sandy



or dispose of at his option and sale proceeds thereof for liquidating any dues of the LESSEE to the LESSOR.

- 32. (i) The LESSEE shall register with the LESSOR any changes of his address within 30 (Thirty) days of such charges.
- (ii) Any notice required to be served hereunder shall be deemed to have been sufficiently made or served on the lessee if forward to him by registered post at his addressed registered with the LESSOR. A notice sent by registered 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.
- 33. That all money payable by and /or realizable from the LESSEE by the LESSOR under this indenture shall be recoverable as public demand or other wise and realizable as such under the public demand Recovery Act 1913 or otherwise.
- 34. That if there be any dispute as to the terms or conditions or as to the reasonableness or property of any cost of anything contemplated to be done or decided by the LESSOR. The Decision of the chairmen of the Rajdhani Unnayan Kartripakkha. in this behalf shall be final and binding upon the parties and no Civil shit shall lie therefor.

SCHEDULE-I

| All that piece or parcel of land containing by admeasurementsX. |
|---|
| .Bigha 03 (Three) Katha. X Chattak, X Sft. more or |
| less situated in UTTARA 3RD PHASE RESIDENTIAL MODEL TOWN |
| of Rajdhani Unnayan Kartripakkha in the Sub-Registration District, Mouza- |
| Baunia , P. S- Turag ,being |
| Plot No- 37 (Thirty seven) of Road No/Block No-04 (Four) |
| of Sector-No- 17/F (Seventeen/F) of the layout Plan No. x Datex |
| of. UTTARA 3 RD PHASE Residential Area prepared by the |
| Rajdhani Unnayan Kartripakkha and more particularly delineated on the plan annexed |
| there to and thereon Colored Red. |
| If the actual shape and size of the plot on the ground is different from that shown in the plan annexed hereto, the demised property shall be deemed to be of the shape and size as actually demarcated by the LESSOR and the plan annexed hereto shall be deemed to be modified accordingly. |
| SCHEDULE-II |
| That LESSEE has paid premium of Tk(Taka |
|) only in lump sum on allotment and ha |
| deposited the same in the |
| Rajdhani Unnayan Kartripakkha UTTARA MODEL TOWN RESIDENT |
| AREA ACCOUNT by the Receipt No, Dated, |
| MD./ALAI |

Government of Bangla

10 JAN 20

That LESSEE has paid the first installment of premium amounting to Tk. -5.40,000/-(Taka- Five lac fourty thousand) only and has deposited the same in the Sonali Bank, Rajuk Corp. Branch, Dhaka to the Account of the Rajdhani Unnayan Kartripakkha UTTARA 3RD PHASE MODEL TOWN RESIDENTIAL ACCOUNT by Receipt No-0341 & 49700, Dated- 29.07.2001 & 23.12.2010.

AND

The balance of premium with interest shall be paid as follows;-

| (a) On or before | 31.01.2012 a sum of TK -4,05,000/- |
|--|---|
| (Taka-Four lac five thousand |) only being the second installment of premium. |
| has been paid vide M.R.No83507, d | t. 13.02.2014. Janata Bank Uttara Model Town Branch, Dhaka. |
| (b) On or before | a sum of TK. 4,05,000/- |
| (Taka-Four lac five thousand |) only being the third installment of premium. |
| has been paid vide M.R.No007048, | dt. 30.05.2016. Janata Bank Uttara Model Town Branch, Dhaka. |
| (c) On or before | a sum of TK - 48,600/- |
| (Taka-Fourty eight thousand & six h | undred) only being the fourth installment. |
| has been paid vide M.R.No007049, (d) On or before | dt. 30.05.2016. Janata Bank Uttara Model Town Branch, Dhakaa sum of TK. |
| (Taka |) only being the fifth installment of premium |

2. The LESSEE shall, on his failure to deposit on the due dates the lump sum premium or any installment of the premium, pay interest at the rate of 1% percent above the Bank rate per annum along with the lump sump or the installment concerned as the case may be to the appointed Banker.

No deposit as aforesaid will be accepted after one year from the due date except Provided for in paragraph 5 below.

Tk-120/: Go. giegliste

- 3. For the First five years the rent /service charges payable for the demised property shall be Tka per bigha per annum with effect from the date of the delivery of possession of the demised property. On expiry of the said period of 5 (Five) years the LESSEE shall pay the rent /service charges at such enhanced rate as may be determined by the LESSOR
- 4. The service charges is payable by the LESSEE annually by 31 $1^{\rm st}$ Dec. of every year.
- 5. In case of default in paying as installment or installments of premium after the expiry of 12(twelve) months from the due date the LESSOR may determine the lease or may allow further time to the LESSEE to pay up the area installments and the LESSEE shall pay interest at the rate of 1% percent above the Bank rate of interest per annum until full realizable without prejudice to the right of re-entry or other rights of the LESSOR herein before reserved.
- 6. In the event of LESSOR determining this lease in terms of this indenture, the LESSEE shall nevertheless pay the full rent and service charges for the years of tenancy including the year in which the lease in determined.

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Advocate, Judge Court Dhaka
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(7) Notwithstanding anything contained in paragraphs 1 and 2 the LESSEE shall be liable to pay whatever additional amounts are payable under these presents.

IN WITHNESS WHEREOF the parties have set their respective hands and seals on the day and month and the year first above noted.

Signature and Common seal of the

Rajdhani Unnayan kartripakkha.

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Signature of a Member of Rajdhani Unnayan Kartripakkha.

Ed. gingilas

Signature of the LESSEE

2000 - 2000 (2000) - 2000 (2000) - 2000 (2000) (200

Witnesses:

Witnesses:

1. Signature Ommond
Name Name Name Pather's Name Permanent Address OF TOTAL Permanent Address OF TOTAL POWER DATE OF TOTAL POW