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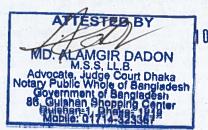
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RAJDHANI UNNAYAN KARTRIPAKKHA RAJUK, DHAKA



STANDARD LEASE AGREEMENT FOR RESIDENTIAL APPATMENT/FLAT

IN

NAM VILLA GULSHAN TOWN

OF

RAJDHANI UNNAYAN KARTRIPAKKAH

THIS INDENTURE OF LEASE MADE this day of day of two Thousand of the Christian Era.

BETWEEN

RAJDHANI UNNAYAN KARTRIPAKKHA hereinafter called the "LESSOR" (which expression where the term so admits or implies shall include it's successors, representatives or assigns) of the <u>ONE PART</u>.

AND

MD. ANWAR HOSSAIN Son of Late Alhaj Md. Abul Hossain & Alhaja Begum Hosnea Ara of Vill.-Pardighulia, P.O., P.S. & Dist.-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 <u>OTHER PART</u>.

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M.S.S. LL.B. e. Judge Court Dhaka olic Whole of Bangladesh ment of Bangladesh

^{1.} Here insert the name of LESSEE. If the LEESSEE is an individual, mention his or her father's or husband's name as the may be and permanent address and LESSEE is a registered firm or company incorporated abroad the fact be mentioned and address of the Registered Office in Mineral Company incorporated.

AND WHEREAS THE LESSEE HAS PROPOSED TO TAKE and the LESSOR has agreed to give ease of the demised Apartment/Flat on the terms and conditions hereinafter as follows: -

LESSOR doth hereby demise unto the LESSEE the demised Apartment/flat for residential purpose for the period of NINETY NINE YEARS from the 19th day of September of the year 2001 on the terms, covenants and the condition hereinafter contained, that is to say the LESSEE covenants with the LESSOR.

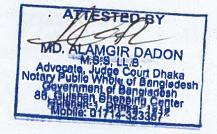
- 1. That the LESSEE having paid (3) Tk 39,66,000/=(Taka Thirty nine lac sixty six thousand) only in full/in part payment of the premium of the demised Apartment/Flat and shall pay to LESSOR rent (4) [and balance of the premium] according to the terms mentioned in schedule-II Annexed herewith.
- 2. That the LESSEE Shall promptly and regularly pay to the LESSOR, to the Government and to the Local Authorities all rates, taxes, charges, duties, assessments, impositions, levies and any other outgoing whatsoever that are now levied or may hereafter be levied under any law for the time being in force upon the demised Apartment/Flat including rates, bills and taxes for essential services, service charges and shall comply with and carry out all Municipal or Local requirements as to the drains, sewers and sanitary arrangements of the premises and keep the same in repair and in a proper sanitary condition.
- 3. That if the LESSEE fails to comply with the terms & conditions of the lease deed the lease shall be liable to be determined by the LESSOR and on such termination the LESSEE shall surrender the demised Apartment/Flat to the LESSOR forthwith and the LESSOR shall refund to the LESSEE the actual amount paid on account of premium excluding interest if any paid and to right, title and possession of the demised Apartment/Flat shall be deemed to have automatically vested with the LESSOR who shall have right to enter upon the demised Apartment/Flat removing any obstruction that may be found 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 upto the date of determination

The Total amount of premium of the demised Apartment/Flat.

2. The words within parentheses are to be used only if payment is made under installment system.

3. Hero insert the amount paid and sate in full or in part as the case may be.

The words in parentheses to be struck off it payment is made in one lump sum.





of the lease, part of the year being counted as a full year for the purpose of the payment of such rent and service charges

- 4. That the LESSEE shall not without the previous consent of the LESSOR in writing change or suffer to be changed on any part of the demised Apartment/Flat any permanent change in the demised Apartment/Flat.
- 5. That the LESSEE shall not, without such consents aforesaid, carry on to permit to be carried on, in or upon the demised Apartment/Flat 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 by an order in writing permit carrying on of any trade or business on any premises which in it's opinion is not likely to cause any disturbance or annoyance of the occupants of adjacent Apartment/Flat and disturb the residential character of the locality.
- 6. That the LESSEE shall keep the demised Apartment/Flat and all buildings etc. 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 Public Demand Recovery Act, 1913.
- 7. That the LESSEE shall not make any alteration, addition or modification in the buildings or in the allotted flat on the demised Building / Apartment without the previous consent in writing of LESSOR. The open spaces of the Compound area shall not be changed by the LESSEE in any way and the Lessees can not construct any structure on the lying vacant spaces.
- 8. That during the currency of this Indenture the LESSEE shall carry out at his own cost all cleaning, painting and repairing of the demised Apartment/Flat.
- 9. That the LESSEE shall in no way diminish the value of or injury or make any permanent or temporary alteration in the demised Apartment/Flat or Building without the previous written consent of the LESSOR and shall not sell, dispose iof the demised Apartment/Flat. Provided always that where unauthorized alteration is made to the demised Apartment/Flat, the LESSOR may by notice require the LESSEE to restore the Apartment/Flat to its original position 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 Public Demand Recovery Act, 1913.
- 10. That the LESSEE shall preserve intact the boundaries of the demised Apartment/Flat and shall keep the same well demarcated and shall point when required by the LESSOR to do so to any officer authorized by the LESSOR in writing to inspect them.



11. That the LESSEE shall permit every authorized officer and every inspector of the LESSOR after at all reasonable times to enter into or upon and view, inspect and examine the demised Apartment/Flat.

Provided that in the event of the LESSEE willfully and unreasonably obstructing such entry he shall be liable to penalty of Tk. 50/= (Taka Fifty) only for the first obstruction, Tk. 100/= (Taka one hundred) only for the second obstruction and Tk. 200/= (Taka Two hundred) only for each subsequent obstruction and that the penalty imposed under this clause shall be recovered from the LESSEE as a Public Demand under the Public Demands Recovery Act. 1913.

- 12. That the LESSEE shall not do or permit anything to be done on the demised Apartment/Flat or in any building etc. thereon which may in way be a nuisance or be inconvenient to the LESSOR ro the other LESSEE or persons in the neighborhood or the locality.
- 13. That the cost of additional amenities which are not included 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 charges 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 labour used for construction.
- 14. That the LESSEE shall not sell, charge, mortgage exchange, gift away or otherwise assign sublet, transfer, encumber or in any way part with or dispose of the demised Apartment or any part thereof except as provided in Clause 15 hereinafter.

Provided (1) that in cases or gift to husband, wife, children, grand-children father of mother, as the case may be no transfer fee shall be payable and such transfer may be made after Registration of Lease Deed and after giving clear 30(Thirty) days notice to be LESSOR and obtaining prior permission of the LESSOR in wringing. If at anytime more than one person acquire the demised Apartment/Flat by way of succession of transfer all of them shall enjoy demised premises as their undivided joint property maintaining the indivisible character of the Land or Flat and none of the

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



LESSEE shall transfer his/her individual share separately to anybody other then to a co-sharer in Apartment/Flat.

Provided (ii) further that the demised Apartment/Flat may be mortgaged with the prior permission of the LEESSOR in writing to or be held as in security by the Bangladesh Shiplap Bank or Shilpa Rin Sangstha or Nationalized Bank or any other Govt. recognized scheduled Bank or any other Agency for the purpose of obtaining a Residential loan for beautification/Commercial loan after payment of installments of premium as stipulated in these presents and after execution and registration of this indenture of lease and after furnishing a proper bank guarantee from the scheduled bank/Agency. Provided that the dues payable to the LESSOR shall be payable for such mortgage unless a mortgage exercises his/her right of foreclosure on the Property/Apartment if sold in execution of a decree of a Civil Court for the mortgaged money or for any debt of LESSEE and purchased by a person other than the LESSEE.

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

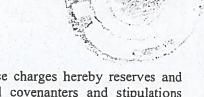
Provided (IV) further that in case the LESSEE transfer the demised Apartment/Flat in contravention of provisions of Clause 14 of this lease, the lease shall stand determined and the demised apartment/Flat shall vest with the LESSOR who in the event of the LESSEE failing to deliver peaceful possession of the demised Apartment/Flat shall be entitled to enter and take possession of the demised apartment shall be entitled to enter and take possession of the demised apartment. Provided further that in case of surrender of the demised Apartment/Flat by the LESSEE to the LESSOR, the LESSEE shall be entitled to recover the full amount paid on account of the premium herein reserved deducting there form the sum recoverable from the LESSEE on an account of rent, service charges till the date of determination of the lease.

Provided (V) further that LESSEE shall not transfer the demised apartment to anybody other than Bangladeshi national. Any transfer if made in contravention of this Clause shall be deemed to be void and not binding upon the LESSOR.

- 16. That subject to provisions of Clauses 14 & 15 of these presents all transferred of the demised apartment shall be registered in the office of the LESSOR after it is registered under the latest registration Act and unless this is done the LESSOR will not be bound to recognize or accept any persons as LESSEE of the demised Apartment/Flat in place of the transferor.
- 17. That in addition to the rent and service charged the LESSOR shall be entitled to charge and realize from the LESSEE maintenance cost as per the undemarcated and undivided share of the Apartment/Flat for the roads, street lighting, parks etc. annually or quarterly till such time as the Municipal Committer or any other local authority assumes charge f the said maintenance and the LESSEE shall pay to LESSOR such charge for the maintenance cost as the LESSOR may fix and the same shall be recoverable as a 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 suit shall lie therefore.

- 18. It is expressly understood and hereby mutually agreed and settled between the LESSOR and the LESSEE the lease has been granted on the basis of the information furnished and declaration and statements made in the application and affidavit submitted of the LESSEE for allotment of the demised Apartment and if at any time any or more of such information or declaration or statements is/are found to have been made falsely or by way of suppression or distortion or material facts than notwithstanding the fact that the Lease Deed has already been registered or that the possession of the demised Apartment has been delivered to the LESSEE, the LESSOR shall be entitled to cancel the allotment, determine the lease in accordance with the provision of Clause 21 (i) hereinafter and forfeit the premium paid by the LESSEE and on such determination, the demised apartment and any construction thereon shall vest in the LESSOR and be the absolute property of the LESSOR free from all encumbrances.
- 19. That all installments of premium, additional interest payable for delayed payment of premium, if any cost of further amenities, transfer fee and any other dues of the LESSEE arising under these presents shall already 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.
- 20. 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 requires other party also to give notice.
- 21. Now it is mutually agreed by and between the Parties hereto that:-
 - (1) 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 fights that he may possess, after giving one calendar month's notice writing to determine the lease under these presents, reenter into or upon the whole of the demised apartment or any part thereof and take possession thereof and thereupon the lease shall forthwith cease and the demised Apartment/Flat shall wholly vest in and be the absolute property of the LESSOR but the LESSEE shall be entitled only to such compensation for the decoration etc. as may be determined by the Chairman of the Kartripakkha, RAJUK. The LESSEE, however may remove any goods or things not being a part of any building or structure on the demised Apartment within a fortnight of such determination, failing which they shall all be forfeited to LESSOR and the LESSEE shall not be entitled to price, compensation or damage whatsoever therefore.



- (ii) That the LESSEE paying the rent and service charges hereby reserves and faithfully observing and performing the several covenanters and stipulations herein contained shall peaceably hold and enjoy the demised apartment during the currency of this Indenture without interruption by the LESSOR.
- (iii) That the LESSOR, its 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 apartment or any part thereof for the purpose of repairing any adjoining premises and or service mains, cables, drains etc. as and when occasion shall arise and they shall have free passage for running of all gas, electricity water mains to and from any other buildings or land of the area across the demised apartment make on to be made with the consent of the LESSOR who or such persons as aforesaid making any such entry, shall cause as little damage as may be to the demised apartment. But if any substantial damage be caused thereby the LESSOR shall make good the loss and decision of the chairman, Rajdhani Unnayan Kartripakkha on that matter shall be final and binding upon the Parties.
- 22. It is hereby further mutually agreed and settled between the parties as follows:
 - (i) The LESSOR reserves the right to revise the service charges and any other fees of the demised apartment/Flat after a period of 5 (five) years from the date of commencement of the lease and to determine the service charges payable the LESSEE from time to time. The decision of the LESSOR as to what is the fair service charge shall be final and binding upon the parties.
 - (ii) In the event to 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 then determine; and
 - (b) If the LESSEE be not desirous of renewing the lease, he shall be at liberty to enter into or upon the demised property ad remove all such decoration done by him within a period not exceeding 3(Three) months from 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 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 Recovery Act. 1913.

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(iii) In the event of the LESSEE failing to quit or give up peaceable possession of the whole of the demised property in clean and good condition on the determination of this lease under the terms of these presents or within such further time as may e allowed to the LESSEE, the LESSOR may forthwith re-enter into or upon the demised apartment 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 Apartment/Flat as its absolute property free from all claims and encumbrances whatsoever from any body, including the LESSEE and or sell free from such claims and encumbrances whatsoever all or any of goods or things found upon the demised apartment. The LESSOR may further hae the demised apartment put into clean and good order and condition and all such cost be recovered from out of the said sale proceeds and or from the LESSEE.



- 23. The LESSOR shall have the first lien on all goods and things including all in the Demised Apartment/Flat which the LESSEE may sell or dispose of at his option and utilize the sale proceeds thereof for liquidating of debt or any dues of the LESSEE to the LESSOR.
- 24. (i) The LESSEE shall register with the LESSOR any change of his address within 30(Thirty) days of such changes.
 - (ii) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the lessee if forwarded to him by registered post at his/her addresses registered with LESSOR. 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.
- 25. That all money payable by and/or realizable from the LESSEE by the LESSOR under this Indenture shall be recoverable as Public Demand or otherwise and realizable as such under the Public Demands Recovery Act, 1913 or otherwise.
- 26. That for the purpose of effective management and maintenances of apartment building the Lessee jointly with the other Lessees shall constitute and form a 'flat owners association co-operative society' under the co-operative society Act, 1940. All the Lessees shall compulsorily become member of the said society. The owners of co-operative society so formed and constitute shall be interested with the duty and management and maintenance of the Apartment Building. All the facilities and services shall be managed by the said society. The cost involved for management and maintained of the apartment building shall be borne by the said society.
- 27. That if there be any dispute as to the terms or conditions or as to the reasonableness or property or any cost of anything contemplated to be done or decided by the LESSOR, the decision of the Chairman of the Rajdhani Unnayan Kartripakkha,

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in this behalf shall be final and binding upon the parties and no Civil Suit shall lie therefore.

SCHEDULE-1

SCHEDULE-11

1.	That	LESSEE	has	paid	premium	of	Taka		
allotment	and ha	s deposite	d the	sayne i	n the			Bank	Rajuk
Branch,	Dhaka	to the	Accou	nt of	The Ra	ajdhani	Unnayar	Kart	ripakkha
No		Dat	ed						

OR

That LESSEE has paid the first installment of premium amounting to Tk 10,70,820/-(Taka Ten lac seventy thousand eight hundred twenty) only and has deposited the same in the Janata Bank, Rajuk Branch, Dhaka to the Account of the Rajdhani Unnayan Kartripakkha GULSHAN MODEL AREA ACCOUNT by the Receipt No-5698 & 521, Dated-06.01.98 & 27.09.2001.

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ollows:-

The balance of premium with interest has been paid as follows:-

- (b) On or before.....30.01.2005....... a sum of TK...... 7,13,880/=...... (Taka Seven lac thirteen thousand eight hundred eighty) only being the third installment of premium Receipt No-28209, dated-23.01.2007.

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

No deposit will be accepted after one year from the due date except provided for in Paragraph 5 bellow. The Comme Comme

- 3. For the First five years the rent/service charges payable for the demised property shall be TK 200/= (Taka Two hundred) only per Apartment/Flat 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 rates may be determined by the LESSOR.
- 4. The service charges is payable by the Lessee annually 31st December of every year.
- 5. In case of default of payment charges in paying an installment or installments of premium after the expiry of 12 (Twelve month) from the due date the LESSOR may determine the lease or may allow further time to the LESSEE to pay up the arrear installments and the LESSEE shall pay interest at the rate of fixed percentage by Kartripakkha until full realization without prejudice to the right of re-entry or other rights of 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/service charge for the year of tenancy in which the lease is determined.

7. Notwithstanding anything contained in Paragraphs 1 and 2 the LESSEE shall be liable to pay whatever additional amounts are payable under these presents. The LESSEE shall be liable to pay whatever additional amount are payable under these presents.

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

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Signature and
Common seal of the
Rajdhani Unnayan Kartripakkha
The LESSOR

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Signature of a Member of the Rajdhani Unnayan Kartripakkha.

Signature of the LESSEE
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Witnesses:

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Name St. Selevino (2015)

Father's Name Proposition Control

Designation Official Address

Name St. John Song

Father's Name Designation Song

Official Address

Official Address

Official Address

Witnesses:

1. Signature 31. Illegible

Name Md. Ahwar Hossain planny

Name Md. Ahwar Hossain planny

Father's Name

Vill Mann Fanabash

Designation

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Signature 3d. ally blo
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Father's Name
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