

1. DEMISE

- 1.1 Subject to the terms and conditions contained herein, and in exchange for the Agreed Rent and the Security Money to be paid by the Tenant to the LANDLORD during the Contractual Term, the LESSOR hereby demises to the LESSEE the Demised Land for the Contractual Term.
- 1.2 This Agreement may be renewed for another term after the expiry of the Contractual Term, subject to mutual agreement between the Parties and not exceeding the period of Concession Agreement. The TENANT shall give 3 (three) year's written notice to the LAND LORD of its intention to renew the Agreement prior to the expiry of the Contractual Term.
- 1.3 This Agreement may be renewed for another term after the expiry of the Contractual Term, subject to mutual agreement between the Parties and not exceeding the period of Concession Agreement. The TENANT shall give 6 (six) months' written notice to the LANDLORD of its intention to renew the Agreement prior to the expiry of the Contractual Term. After the expiry of the Concession Period, the Lessee may apply to BHTPA or the successor(s) of the Lesser for the renewal of the lease period.
- 1.4 This Lease is granted in exchange for the Agreed Rent and the Security Money to be paid by the TENANT to the LANDLORD during the Contractual Term.
- 1.5 The Demised Land shall be strictly used by the TENANT solely for the undertakings specifically mentioned in the Concession Agreement and in the concerned Laws and relevant Rules and Regulations. In this regard, it is agreed between the Parties that the TENANT shall use the Demised Land in compliance with the terms and conditions as stated in **Appendix 3C Article-2: Functional & Technical Requirements of Hi-Tech Park of Concessional Agreement**.

2. GRANT AND COMPLETION

- 2.1 This Agreement is prepared with an original and a counterpart to be kept by the LANDLORD and TENANT respectively after execution.
- 2.2 The LANDLORD must grant the Lease, and the TENANT must accept it by executing a counterpart of it.
- 2.3 The TENANT shall pay the Security Money at the time of signing, which shall be repaid at the end of the Contractual Term, after adjusting and deducting any outstanding payments, including outstanding Agreed Rent amount, Utility Bills or Service Charge owed by the TENANT and compensation for the damage done by the TENANT to the Demised Land.
- 2.4 An engrossment of the counterpart must be delivered to the offices of the TENANT and the office of BHTPA as soon as practicable after execution of the Lease by the LANDLORD.
 - 2.5 The LANDLORD shall take prior NOC from BHTPA for entering the Lease agreement in compliance to the section 19 of Bangladesh Hi-Tech Park Authority Act, 2010. The Lease must be completed and executed by the LESSEE before taking possession of the Scheduled Land.
 - 2.6 Lease must be completed and executed by the TENANT before taking possession of the Demised Land.

3. TENANT'S COVENANTS

The TENANT's covenants with the LANDLORD that, during the Contractual Term, it shall observe and perform the requirements of this Clause 5:

- 3.1 The Agreed Lease Money shall be payable according to the English Calendar year in advance for each year within the first 7 (seven) days of each January. If the TENANT fails

to pay the Agreed Lease Money, within the stipulated time, the LESSOR shall serve a reminder notice upon the TENANT, giving it 30 (thirty) days' time to pay the Agreed Lease Money. If the LESSEE still fails to clear the Agreed Lease Money, then the LESSOR may have the right to charge daily interest, at a rate of *[insert amount]*%, on the due amount. The interest shall accrue from the date of notice till the full payment of the due Agreed Lease Money.

- 3.2 If the TENANT fails to pay the Agreed Lease Money within 6 (six) months from the date of notice, the LESSOR shall have the right to terminate this Agreement forthwith at its discretion without any delay. The LANDLORD shall serve a Notice of Termination and the TENANT shall have three months' time, from the date of the Notice of Termination, of vacating the Demised Land and handing over the same to the LAND LORD in the same condition as it was first leased out.
- 3.3 The Tenant shall start construction within 06(six) months of signing of this agreement and make it operational within 03 (three) years' time. Without prejudice to the powers, rights and remedies by the agreement conferred, in the event that the LESSEE fails to start construction within 6 months or make it operational within 03 years and it unable or fail to produce and / or export as per the project document submitted by it and perform as per conditions of LESSOR's permission letter dated.....; the LESSOR shall be entitled to terminate the instant lease agreement after the expiry of 21 (twenty one) days of sending a notice in writing by the LANDLORD to the TENANT in this respect.
- 3.4 If within 3 (three) months of serving the Notice of Termination, the TENANT does not remove its properties or belongings from the Demised Land, vacate the same, and handover the Demised Land in the same condition as it was first leased out, the LESSOR shall have the unconditional right to remove and/or, if the Agreed Lease money is due, dispose off/sell the same in any manner the LANDLORD thinks fit and justified and adjust the sale proceeds with any accrued but unpaid Agreed Lease Money.
- 3.5 Upon vacation of the Demised Land, if, in the reasonable opinion of the LAND LORD it appears that the Demised Land was not in the same condition as it was when it was first leased out, the LANDLORD shall have the right to reinstate the Demised Land to the original state using Security Deposit.
- 3.6 The TENANT shall pay any rates or fees as more fully described in the Service Agreement between the Parties dated _____ which shall be levied on the Demised Land by the LESSOR in respect of services, i.e. domestic garbage disposal, street cleaning, sanitary services, water, electricity, gas etc. provided by the LANDLORD.
- 3.7 The Advance shall be paid at the time of signing of this Agreement. The Advance shall be adjusted from the Agreed Lease money (on an equal yearly basis) commencing from *[insert date]* of the Contractual Term.
- 3.8 The TENANT shall pay the **Security Money** at the time of signing, which shall be repaid or adjusted at the end of the Contractual Term, after deducting any outstanding Utility Bills or Service Charge owed by the TENANT or after compensating for the damage done by the TENANT to the Demised Land.
- 3.9 For the supply of the Utilities, the TENANT shall be solely responsible for the payment of the Utility Bills during the Contractual Term. The TENANT shall pay for such utilities regularly on their due date each month and shall preserve the receipts for such payments in its custody.
- 3.10 The TENANT shall not alienate, assign, sublet or part with possession of the Demised Land or any part thereof to anybody in any name or allow or permit any other person to occupy the same, without the prior written consent of the LANDLORD.
- 3.11 The LESSEE shall permit the LESSOR or its agents to enter "the Demised Land", during normal business hours, to ascertain whether or not the covenants and terms of this Agreement are being or have been observed and to view the state and condition of the Demised Land. The LESSEE shall give access to the LESSOR or its agents for doing

building or maintenance works to any part of the Demised Land and/or the Scheduled Property, complying with any statutory obligation or otherwise.

- 3.12 The LESSEE shall dispose of garbage in the designated places and shall not dump any garbage, waste materials or any other articles, items, things anywhere on “the Demised Land” and/or the Scheduled Property.
- 3.13 The LESSEE shall be responsible for the security inside the Demised Land starting from the Contractual Term. The LESSOR shall provide the LESSEE with a security plan and the LESSEE shall follow the same unconditionally. The LESSEE shall provide LESSOR any information pertinent to its visitors, guests, or anyone coming to the premise of the LESSEE as and when required / sought or needed by the LESSEE to ensure safety and security within BHTPA area.
- 3.14 The security of the Scheduled Property is the responsibility of the LESSOR. All employees, personnel and guests of the LESSEE are bound to follow the security protocol within the Scheduled Land.
- 3.15 The LESSEE shall not store, bring onto, use or release any hazardous materials or manufacture, produce or carry on any activity which creates or leads to the creation of any hazardous materials or do anything which may endanger the safety or be a nuisance to the environment, other tenants and users of the Scheduled Land. In this regard, the Lessee is liable to follow all relevant laws, rules and regulations of the Country to ensure a green approach in all of its activities, whatsoever.
- 3.16 The Lessee shall comply with the rules pertaining to environment, pollution control, effluent treatment and take necessary safety measures against possible fire hazards.
- 3.17 The LESSEE shall unconditionally follow all the requirements of Bangladesh Hi-Tech Park Authority Act, 2010 and its amendments and Rules and Regulations passed and circulated under the said Act, including but not limited to section 16 of the said Act and the directives as incorporated into the Bangladesh Hi-Tech Park Warehousing Station Rules 2015, when bringing or taking any kind of goods and materials from and to the Scheduled Premises and/or the Demised Land.
- 3.18 The LESSEE shall co-operate with BHTPA or any other approved Government agency if they wish to inspect the “Demised Land”, with or without prior notice.
- 3.19 The LESSEE agrees to disclose the nature of its business, operation and use of the Demised Land to the LESSOR before signing this Agreement. Any misrepresentation of such information and activity outside the previously declared nature of business, operation and use of the Demised Land may result in immediate termination of this Agreement.
- 3.20 The Lessee shall take adequate insurance from a reputable company for the Demised Land and establishment on the said Demised Land.
- 3.21 The LESSEE shall not carry on any illegal activities or activities against the interest of the State on the Demised Land.
- 3.22 The LESSEE further undertakes that it will not build, on the Demised Land, any type of building other than that prescribed by the LESSOR, as is fully described in Annexure-C of the Agreement. Also, the LESSEE will not be permitted to carry on any other business, except as mentioned in **Annexure-C** of the Agreement.
- 3.23 The LESSEE shall not cause any nuisance to the peaceful possession of the neighbours of the Demised Land.
- 3.24 The LESSEE shall, at all times, permit the BHTPA, the LESSOR and/or its contractors, agents, workmen and other authorized persons to enter upon the Demised Land and/or premises of the Demised Land 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 Demised Land or any neighbouring plot/plots of the Demised Land.

- 3.25 The LESSEE shall be obliged to pay wages, employment, salary, leave, discipline, health, compensation, insurance and other benefits to its employees and/or workers engaged by the LESSEE as per Bangladesh Hi-Tech Park Authority Act, 2010 and relevant laws as applicable to the Scheduled Property. The purpose of the business being in the area of hospitality industry, the LESSEE shall have the discretion to follow the existing industry rates in Bangladesh to ensure its competitiveness and profitability. However, in doing so, the LESSOR has the discretion to know of such rates and policies being followed by the LESSEE and the LESSEE shall be legally bound to comply to any reasonable request to such end.
- 3.26 The LESSEE shall comply with the laws and/or rules pertaining to environment protection, pollution control and effluent treatment. Also the LESSEE shall take necessary safety measures against fire hazards.
- 3.27 The LESSEE shall obtain the approvals from the relevant authorities for their plan and design work within 2 (two) months from the date of this Agreement.
- 3.28 The LESSEE shall comply with provisions of the “Principles and Procedures Governing Setting up of Industries in Hi-Tech-Parks.”
- 3.29 The LESSEE shall start the construction work within the immediate 6 (six) months of the commencement date of this agreement, and subject to receiving all the approvals from the Government / relevant authorities, shall start its commercial operation within 2 (two) years of the commencement date of this Agreement or immediately after completion of the facilities.
- 3.30 The LESSEE shall submit monthly reports to the Authority on the process of implementation of the factory.

4. LESSOR’S COVENANTS

The LESSOR covenants with the LESSEE as follows:

- 4.1 The LESSOR shall handover vacant possession of the Demised Land to the LESSEE (without any encumbrances and clear of any previous tenant's interest) on *[insert date]*.
- 4.2 The LESSOR shall permit the LESSEE to hold and enjoy the Demised Land without any interruption or disturbance from the LESSOR.
- 4.3 The LESSOR shall not create any encumbrances or impose any fiduciary and non-fiduciary restrictions on clients / guests, visitors, employees, suppliers, both local and international, to come to the hotel for staying, events, or for any other services that the business provides to its clients, visitors as part of its services.
- 4.4 The LESSOR shall fully co-operate with the LESSEE with regard to the well – functioning of the business considering the nature of the industry, i.e., a hospitality, in the BHTPA.
- 4.5 The LESSOR shall be responsible to pay the relevant municipal tax and/or land revenue tax during the Contractual Term.
- 4.6 The LESSOR shall ensure that the electricity load, water supply and optical fiber connectivity to the Demised Land are adequate so that the operations of the LESSEE are not regularly disrupted.
- 4.7 The insurance for the Scheduled Property shall be borne by the LESSOR.
- 4.8 The LESSOR shall provide the LESSEE with 24 (twenty-four) hour access to Demised Land, including its personnel and/or other staff authorized by the LESSEE.

5. OCCUPATION AND APPLICATION OF THE LEASE

- 5.1 The LESSEE will take possession of the Demised Land on the basis of this Lease and on the terms and conditions set out herein and shall have no right outside the terms of this Lease.
- 5.2 Whether or not the LESSEE takes up occupation of Demised Land, with immediate effect from the execution of this Lease, the Parties shall be bound by, and must perform and observe, the covenants and conditions contained in this Lease, as if the Lease had been granted on the date of its execution.
- 5.3 After signing of this Agreement, the LESSEE must take possession of the Demised Land within 1 (one) month and use it solely for the undertaking as described in the Concession Agreement and / or the relevant Law and Annexure-C of this Agreement.

6. TERMINATION AND RENEWAL

- 6.1 The LESSOR shall have the right to terminate the Agreement, if the LESSEE breaches any of the terms of this Agreement. If any amount is due from the LESSEE to the LESSOR, then the LESSOR may adjust the same from the Security Deposit. Since, the construction on the land is owned and managed by the LESSEE, in the event of any termination of the parties shall mutually decide on how to dispose off the properties either by sale or any other process after adjusting all the outstanding dues of the LESSOR.
- 6.2 The LESSEE shall have the right to terminate the Agreement by giving the LESSOR at least 6 (six) months' notice in writing, or payment in lieu of notice, if the LESSEE wishes to terminate the Agreement at will or because of any breach of the Agreement by the LESSOR.
- 6.3 This Agreement will be automatically terminated if the Lessee's NOC issued by BHTPA is revoked or if the Lessee is engaged in any unlawful activity that goes against the regulations of BHTPA or violates any laws of Bangladesh, in which event the LESSEE shall vacate and handover the Demised Property to the LESSOR immediately.
- 6.4 After the expiry of the Contractual Term, this Agreement may be renewed at the sole discretion of the LESSOR or its Successors or at the expiry of the Concession Agreement Period, the BHTPA.

7. REPRESENTATION AND WARRANTIES

- 7.1 Each of the Parties hereto represent and warrant that:
- (a) it has full power and authority to enter into and perform its obligations or to procure the entry into the performance of obligations under this Agreement;
 - (b) it has all necessary consents and approvals in connection with the entry into the performance of its obligations under this Agreement;
 - (c) its entry into this Agreement and performance of its obligations under this Agreement will not violate or conflict with:
 - (i) any law or regulation to which it is subject to;
 - (ii) its Memorandum or Articles of Association or other applicable constitutional documents;
 - (iii) any other agreement including the Concession Agreement, instrument or undertaking binding upon it.

8. CONFIDENTIALITY

8.1 None of the Parties hereto shall use for any purpose, except as required in performance of this Agreement, any financial or trading information relating to the other Party which it has acquired or acquires as a result of entering into this Agreement.

8.2 Each of the Parties shall take precautions necessary and appropriate to guard the confidentiality of any information it acquires, including informing its employees, who handle such confidential information, that it is confidential and not to be disclosed to others.

8.3 The confidential information is and shall at all times remain the property of the disclosing Party. No use of any confidential information is permitted except as otherwise provided herein and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.

8.4 Except as may be required by applicable law, neither Party shall disclose to any third party the contents of this Agreement, the Schedule(s) or any amendments hereto or thereto without the prior written consent of the other Party.

8.5 This restriction shall continue to apply after the expiration or termination of this Agreement, without limit in point of time but shall cease to apply to secrets or information, which come into the public domain through no fault of the Party concerned.

9. GOVERNING LAW

The validity, performance and all matters relating to the effect of the Agreement and any amendment hereto shall be governed by the laws of Bangladesh.

10. RESOLUTION OF DISPUTES

10.1 The Parties hereto shall make every effort to resolve amicably by direct informal negotiation any disagreement or disputes arising between themselves under or in connection with this Agreement.

10.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be settled by arbitration in accordance with the Arbitration Act 2001 by a single arbitrator mutually chosen by the Parties, whose decision shall be final and binding upon both the Parties.

10.3 In case the arbitrator cannot be chosen by mutual consent, an application may be made to the competent court to appoint an arbitrator under the Arbitration Act, 2001.

The seat of the arbitration shall be Dhaka, Bangladesh and the language of the proceedings shall be in English.

11. CHANGES

Changes may be made within the scope of this Agreement through mutual agreement in writing between the Parties.

12. LANGUAGE OF AGREEMENT

In the event that this Agreement is translated into any other language, the English Language version hereof shall take precedence and govern.

13. NOTICES

13.1 Each communication to be made hereunder shall be in writing and, unless otherwise stated, may be made by email, telex, facsimile or letter.

13.2 Notices required to be given by one Party to another shall be in the English language unless expressly agreed otherwise, and shall be deemed properly served if reduced to writing and personally delivered or transmitted by registered post to the addresses of the Parties above, by email or by facsimile with confirmation receipt, and shall be effective upon receipt.

13.3 Either Party may change the address for giving notice from time to time by written instructions to the other of such change of address.

13.4 Each party shall nominate the representative and/or contact person in writing for the purpose of the communications made with each other. Either Party may change the representative and/or contact person from time to time by written instruction to the other of such changes.

14. SEVERABILITY

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. WAIVERS

15.1 Time shall be of the essence of this Agreement. No failure to exercise nor any delay in exercising on the part of the Parties any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

15.2 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

16. COMPLIANCE WITH LAWS

Each of the Parties shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority or agency having or asserting jurisdiction over the subject matter hereof, and expressed public policies. The Parties agree that it shall not take any action that would be illegal or in violation of those applicable laws, rules, ordinances, regulations, executive orders and/or policies.

17. ASSIGNMENT AND TRANSFERS

Unless otherwise agreed by the Parties in writing, the rights and obligations of the Parties pursuant to the provisions hereof shall not be transferred to or assigned to any third party.

18. CONSTRUCTION AGAINST THE DRAFTER

If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favouring or disfavouring either Party by virtue of authorship of any of the provisions of this Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter here of and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by either party. No modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by.