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AGREEMENT

The agreement made this 9th day of January 1971 between Chief Conservator of Forests, Bangladesh Forest Department Ministry of Environment and Forests hereinafter called 1st Party and Bangladesh Forest Industries Development Corporation (BFIDC) hereinafter called 2nd Party which term shall include their heirs and the successors-in-office representative and assignees.

Where as the Government of Bangladesh has decided to produce rubber on certain Forest land as described in the schedule below over which the possession by the virtue of the Forest Act, 1927.

And where as the Bangladesh Forest Industries Development Corporation has agreed to use the demised property for growing and maintaining rubber plantations in order to produce rubber.

It is agreed by and between the parties as follows:

1. That the agreement between the 1st party and 2nd party will subsist for period for 40(Forty) years at the first instance and it may be renewed by 1st party by mutual agreement.
2. That the Government of Bangladesh has agreed to handover 1,057.01 acres of Forest land to Bangladesh Forest Industries Development Corporation for rubber cultivation in Chittagong Circle (North- South) of Raouan & Rangunia upazilla as per schedule below.

SCHEDULE OF LAND FOR IMPLEMENTATION OF RUBBER PLANTATION		
Forest Division	Name of the area (Mouza)	Area in acre
A. Chittagong Circle (Chittagong South) Upazilla: Rangunia Dist: Chittagong.	1. Panchora	84.04
	2. Seraf Singher Dala	323.11"
	3. Nongton	116.17"
	Sub	523.32
B. Chittagong Circle (Chittagong North) Upazilla: Raouan Dist: Chittagong.	1. Kadulpur	248.14
	2. Chasottorputa	285.55
	Sub	533.69 Acres.
Total (A+B)		1,057.01 Acres.

১৯৭১ সালের ২৪ জানুয়ারি

১ম পক্ষ বাংলাদেশ সরকার

২য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৩য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৪য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৫য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৬য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৭য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৮য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

৯য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

১০য় পক্ষ বাংলাদেশ বনাঞ্চল বিকাশ কর্তৃক

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- 3 That the 2nd party shall take immediate possession of the demised land and shall be entitled to demarcate the area with boundary pillars through mutual discussion & cooperation with the 1st party or his representative.
- 4 ~~That the 2nd party shall pay ground rent of Rs. 5000/- (Five thousand rupees) per acre per annum from the date of possession of the land, for the period of 70 (seventy) years and there after Rs. 2500/- (Two thousand five hundred rupees) per acre per annum. The rent so fixed shall be payable by the 2nd party to the 1st party by 30th June each year.~~
- 5 That the 2nd party will be free to construct required infrastructure like roads, building, establish factory, houses and for the accommodation of officers and labour required for such plantation and bring such machineries and instruments for the aforesaid purpose of raising plantation and processing of rubber.
- 6 That the 2nd party will have the right to associate Beneficiaries (As per Social forestry Rule) in the rubber based activities on the demised land or any portion thereof.
- 7 That the 2nd party will have the right of clearing and breaking of land for cultivation of rubber and to cut or fell trees, jungles and bushes, grasses and collect and remove timber and other forest products for such other purposes as may be necessary for the creation and maintenance of plantations on payment of royalties and following Transit Rule.
- 8 That the 1st party and 2nd party agrees that the title of land will remain with 1st Party (Forest Department) during execution of the agreement.
- 9 That the 1st party also agrees that the 2nd party performing and observing all the covenants by them shall quietly hold and enjoy the demised land during the term of the agreement without any obstruction or interruption by the 1st party.
- 10 That the 1st party and the 2nd party mutually agrees that in the event of any dispute with regard to the terms and conditions as contained in this indenture or interpretation of law or rules, it will referred to the Secretary, Ministry of Environment and Forests for his decision which will be binding upon the 1st party and 2nd party.
- 11 That the 1st party agrees that on the request of the 2nd party the 1st party shall exercise their rights or cause their officers to take appropriate steps under the Forest Act, 1927 or any other relevant Act or Law, against any person who commits any of the offences under the Forest Act, and in any other related Acts or Laws.

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- 12 The 2nd party reserves the right to enter into a fresh agreement with the 1st party for the protection, improvement and other beneficial purpose of the rubber gardens as and when it is found necessary and the 1st party and 2nd party agree to mutually review the terms and conditions of the agreement after a lapse of every 10(ten) years. The said fresh agreement if there be any will be part of this indenture.
- 13 The 1st party and the 2nd party mutually agrees that if it is necessary to terminate this agreement before completion of 40(forty) years due to any new legislation or any other unforeseen exigencies, the 2nd party shall not be liable to pay any rent or damages for the remaining unexpired period out of the contracted period of 40 (forty) years. In the event of such determination the demised property shall vest absolutely with the 1st party.

IN WITNESSES whereof Mr. Ishtiaq Uddin Ahmed, Chief Conservator of Forests, Bangladesh Forest Department, Ministry of Environment and Forests the 1st party and Mr. Md. Farhad Uddin, Chairman, Bangladesh Forest Industries Development Corporation (BFIDC) on behalf of the 2nd party set their hands on this day

[Signature]
Ishtiaq Uddin Ahmed

Chief Conservator of Forests,
Bangladesh Forest Department,
Ministry of Environment & Forests, for 1st party.

[Signature]
Md. Farhad Uddin

Chairman
Bangladesh Forest Industries
Development Corporation (BFIDC) for
2nd party.

Signature of witness:

[Signature]
S.M. Mungurul Haq
Deputy Secretary (Env-1)
Ministry of Environment and Forests.

Signature of witness:

[Signature]
Hst. Emdadul Haq
Director (F&D), BFIDC

[Signature]
S.I. Khan
Deputy Secretary
Ministry of Environment and Forests

[Signature]
KAI SARUL ALAM
General Manager,
BFIDC

Approved
[Signature]
Mesbah ul Alam
Secretary

Ministry of Environment and Forests
on behalf of the government of the
People's Republic of Bangladesh