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SERIAL NO. 322/16

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## Agreement For Hire Of Asphalt Batch Plant

This Agreement is made on the 15th day of May, 2016.

Between

Bengal Development Corporation Limited(BDC), having its registered office at Islam Chamber (10<sup>th</sup> Floor), 125/A, Motijheel C/A, Dhaka-1000 and site office at 201-202, Tejgaon I/A, Dhaka-1208, duly represented by its Executive Director, Md. Ahsannuzzaman, here in after referred to be as the lender of the equipment & the First Party of this Equipment Lease Agreement.(Owner)

And

Mr. Fakhru Amin Bhuiyan, Managing Director of RAB-RC (Pvt) Ltd, 9<sup>th</sup> floor, Sattara Centre, 30/A, NayaPaltan, Dhaka- 1000, here in after referred to as the temporary User/Consignee and the Second Party of this Equipment Lease Agreement( Hirer ).

### Recitals:

R1. The owner of the Asphalt Batch Plant agree to Brand: SPECO, KOREA, Capacity: 104 Ton/Hour, Model: RC (Pvt) Ltd. for any works under Roads and Highways

R2. The Second Party (hirer) will hire the Asphalt Batch Plant (owner) if award any works under Roads and Highways (RHD).

Signed  
A.A.M.

কাজী আব্দুল্লাহ আল-মামুন  
মোহাম্মাদ  
সকল পরিবহন ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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### Operative Part:

#### 1. Hire of Asphalt Batch Plant:

The hiring of the Asphalt Batch Plant will commence after Notice to Commence issue from Roads and Highways Department (RHD).

The Second Party (Hirer) is entitled to use the Asphalt Batch Plant for completion of works for Roads and Highways Department (RHD).

The Second Party (Hirer) agrees to return the plant to the address of the First Party (Owner) after completion of works.

#### 2. Payment for rental:

The Second Party (Hirer) agrees to pay the First Party (Owner) the hire charge for Asphalt Batch Plant for hire period which will be settle mutually depends on work size and volume.

#### 3. Use, operation and maintenance

The Second Party (Hirer) agrees that the use of Asphalt its dangers and risk of injury and The Second Party (Hirer) shall be responsible for all dangers and risks. The plant shall not be used by anyone without the expressed permission of the owner.

The Second Party (Hirer) agrees to operate and accordance with any instruction provided by the owner

If any maintenance or repairs arise, hirer agrees to maintain the plant up to Tk.20,000 (Tk. Twenty thousand).

Signed  
A.A.M.

কাজী আব্দুল্লাহ আল-মামুন  
মোহাম্মাদ  
সড়ক পরিবহন ও মহাসড়ক বিভাগ  
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Each party signature in this agreement in the office of the Notary Public.

First Party(Owner):Second Party(Hirer):

Signature:.....

Signature:.....

Name: Md. Showkat Kamal

Name: Fakhru Amin Bhuiyan

Desig.: Deputy General Manager

Desig.: Managing Director

Company: BDC Ltd.

Company: RAB-RC(Pvt) Ltd

Address: 201-202, Tejgaon I/A,

Address: 9<sup>th</sup> floor, Sattara Centre,

Dhaka-1208

30/A, NayaPaltan,Dhaka,

Witness:

Witness:

Signature:.....

Signature:.....

Name: Kazi Rezaul Karim

Name: Md. Akk

Desig.: Sr. SAE

Desig.: Mechan

Company: BDC Ltd.

Company: RAB-

Address: 201-202, Tejgaon I/A,

Address: 9<sup>th</sup> floor

Dhaka-1208

30/A, NayaPaltan

Signed

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কাজী আব্দুল্লাহ আল-মামুন  
 মোঃ আমান  
 সচিব পরিদপ্তর ও মহাসচিব বিভাগ  
 সচিব পরিদপ্তর ও সচিব মহাসচিব  
 গণপ্রজাতন্ত্রী বাংলাদেশ সরকার