

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

Provided (ii) further that the demised Apartment/Flat may be mortgaged with the prior permission of the LEASSOR 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 from 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 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 shall be recoverable as a P.D.R. Act-1913. Provided that such maintenance cost shall not be

ATTESTED BY

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