

22. That the LESSEE shall not sell, charge, mortgage exchange, gift a way or otherwise assign subject encumber or in any way part with or dispose of the demised property or any part thereof except as provided in Clause 23 hereinafter.

23. That subject to provision of Clause No-22 of these presents the LESSEE may after full payment of the total premium has been made and after completing the constructing of the ground floor of residential building as per plan approved by the Authorized Officer, RAJUK transfer the whole of the demised property but not part of it, on giving clear 30 (thirty) days notice in writing to the LESSOR and after obtaining the prior permission of the LESSOR in writing and on prior payment to the LESSOR of a transfer fee which shall constitute a prior charge on the demised property. and which for all transfer taking place before the Thirsty First day December, 2016 shall be at the rate of Taka ~~20,00,000/-~~ per bigha of the demised property and for transfer taking place thereafter the transfer fee shall be at the rate to be fixed from time to time by the LESSOR

*S. Gregorio*

Provided (i) that in cases of gift to husband, wife or children, grand-children, father or mother, no transfer fee shall be payable and such transfer may be made before construction of building in the demised property but after registration of LESSEE DEED and after giving clear 30 days notice to the LESSOR and obtaining of prior permission of the LESSOR in writing. If at anytime more than one person acquire the demised property by way of succession or transfer all of them shall enjoy the demised premises as their undivided joint property maintaining the indivisible character of the plot and none of the LESSEES shall transfer his /her individual share separately to anybody other than to a co-sharer in the plot.

Provided (ii) further that the demised property either with buildings or without the same be mortgaged with the prior permission of the LESSOR in writing to or be held in security by the house Building Finance Corporation or any other agency for the purpose of obtaining a House Building loan after payment First installments of premium as stipulated in this presents and after execution and registration of this indenture of lease provided that the dues payable to the LESSOR shall be payable for such mortgage unless a mortgagee exercises his / her right of foreclosure or the property if sold in execution of a decree of a Civil Court for the mortgage money or for any debt of the LESSEE and purchased by a person other than the LESSEE.

Provided (iii) further that in all cases of transfer the LESSOR shall have the right of pre-emption.

Provided (iv) further that in case the LESSEE transfers the demised property before any construction in contravention of provisions of Clause 22 of this lease, the lease shall stand determined and demised property shall vest in the LESSOR who in the event of LESSEE failing to deliver peaceful possession of the demised property shall be entitled to enter and take possession of the

