

demised property. Provided further that incase of surrender of the demised property by the LESSEE to the LESSOR, the LESSEE shall be and entitled to refund of the amount paid on account of the premium herein reserved deducting there from the same recoverable from the LESSEE on the account of rent, service charge till the date of determination of the lease.

Provided (v) further that the LESSEE shall not transfer demised property to anybody other than Bangladeshi national. Any transfer it made in contravention of this clause shall be demand to be void and not binding upon the LESSOR.

Provided (vi) further completing the construction of the ground floor of residential building as per plan approved by the Authorized Officer, RAJUK is not necessary in case of LESSEE who where leased-out plots on acquisition of land affected by RAJUK scheme.

24. That subject to provisions of Clauses 22 & 23 of these presents all transferred of the demised property shall be registered in the office of the LESSOR after it is registered under the registration Act of 1882 and unless this is done the LESSOR will not be bound to recognize or accept any persons as LESSEE of the demised properly in place of the transferor.

25. That in addition to the rent and service Charged the LESSOR shall be entitled to charge and realize form the LESSEE maintenance cost for the roads, street lighting, parks etc. annually or arteriole till such time as the Municipal Committee 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 P.D.R. Act-1913. Provided that such maintenance cost shall not be payable during the first five years from the commencement of the lease. The amount of such cost shall be fixed by the fixed by the LESSOR in its discretion and its decision shall be final and no Civil shut shall lie therefor.

26. It is expressly understood and hereby mutually agreed and settled between th LESSOR and the LESSEE that the LESSEE has been grant on the basis of the information furnished and declaration and statement made in the application and affidavit submitted by the LESSEE for Allotment of the demised property; and if any time any or more of such information or declaration or statement is /are found to have been made falsely or by way of suppression or has already been registered or that the possession of the demised property has been delivered to the LESSEE or that the construction has been registered or that the possession of the demised property has been delivered to the LESSEE or that the construction has been made, the LESSOR shall be entitled to cancel the allotment determin the lease in accordance with the provision of clause 29(i) hereinafter and forfeit the premium paid by the LESSEE and on such determination the demised property and any construction thereon shall vest in the LESSOR and be the absolute property of the LESSOR free from all encumbrances.

27. That all installments of premium, additional interest payable or delayed payment of premium if any, cost of further amenities, presents shall constitute a first charge on the demised property payable to the LESSOR before effecting any manner of transfer excluding mortgage by including foreclosure and sale in execution of decree of a civil court to a person other than the LESSEE.

