

payable during the first five years from the commencement of the lease. The amount of such cost shall be fixed by the LESSOR in its discretion and its decision shall be final and no civil suit shall lie therefore.


18. It is expressly understood and hereby mutually agreed and settled between the LESSOR and the LESSEE the lease has been granted on the basis of the information furnished and declaration and statements made in the application and affidavit submitted of the LESSEE for allotment of the demised Apartment and if at any time any or more of such information or declaration or statements is/are found to have been made falsely or by way of suppression or distortion or material facts than notwithstanding the fact that the Lease Deed has already been registered or that the possession of the demised Apartment has been delivered to the LESSEE, the LESSOR shall be entitled to cancel the allotment, determine the lease in accordance with the provision of Clause 21 (i) hereinafter and forfeit the premium paid by the LESSEE and on such determination, the demised apartment and any construction thereon shall vest in the LESSOR and be the absolute property of the LESSOR free from all encumbrances.

19. That all installments of premium, additional interest payable for delayed payment of premium, if any cost of further amenities, transfer fee and any other dues of the LESSEE arising under these presents shall already 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. *স্বাক্ষর: (মুহাম্মদ আলমগির দাদন)*

20. That when any change in ownership or possession occurs by succession or transfer, the person becoming entitled to such succession or transfer, as also the person who effect it shall within one calendar month from the date thereof, give notice in writing to the LESSOR of such succession or transfer provided that where one of them has given the LESSOR such notice nothing in this lease requires other party also to give notice.

21. Now it is mutually agreed by and between the Parties hereto that:-

(1) In the event of the LESSEE committing breach of any of the covenants of this indenture other than payment of rent and taxes and there being no specific provisions in respect of such breach in this covenant the LESSOR shall be at liberty without prejudice to any rights that he may possess, after giving one calendar month's notice writing to determine the lease under these presents, re-enter into or upon the whole of the demised apartment or any part thereof and take possession thereof and thereupon the lease shall forthwith cease and the demised Apartment/Flat shall wholly vest in and be the absolute property of the LESSOR but the LESSEE shall be entitled only to such compensation for the decoration etc. as may be determined by the Chairman of the Kartripakkha, RAJUK. The LESSEE, however may remove any goods or things not being a part of any building or structure on the demised Apartment within a fortnight of such determination, failing which they shall all be forfeited to LESSOR and the LESSEE shall not be entitled to price, compensation or damage whatsoever therefore.

ATTESTED BY

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10 JAN 2019

