28. 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 shall require other party also to give notice.



- 29. Now it is mutually agreed by and between the parties hereto that:
- (i) 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 it may possess, after giving one calendar month's notice in writing to determine the lease under these presents, re-enter into or upon the whole of the demised property or any part thereof and take possession thereof including all buildings, structures etc. thereon and there upon the lease shall forthwith cease and the demised property including all buildings, structures etc. thereon shall wholly vest in and be the absolute property of the LESSOR but the LESSEE shall be entitled only to such compensation for the buildings, etc. as may be determined by the Chairmen of the Rajdhani Unnayan Kartripakkha, RAJUK whose decision shall be final and building on the parties. The LESSEE however may remove any goods or things not being part of any buildings or structures on the demised property within fortnight of such determination failing which they shall all be forfeited to the Lessor and the LESSEE shall not be entitled to any price. compensation or damage whatsoever therefore.
- (ii) That the LESSEE paying the rent hereby reserved and faithfully observing and performing the several convents and stipulation herein contained shall peaceably hold and enjoy the demised property during the currency of this indenture without interruption on the part of the LESSOR.

Provided that nothing herein contained shall limit or restrict the right of the LESSOR to use any land, structure, in the neighborhood of the demised property in any manner they think fit.

(iii) That the LESSOR their surveyors, agents workmen and any other person authorized in writing by the LESSOR shall, on giving verbal notice to the occupier, have full liberty and right at all reasonable times to enter into or upon the demised property or any part thereof for the purpose of repairing any adjoining premises and or service mains, cables, drains, culverts etc. as and when occasion shall arise and they shall have free passage for running of all gas, electricity water and drains to and from any entry shall cause as little damage as may be to the demised property. But if any substantial. damage be caused thereby the LESSOR shall make good the loss and decision of the chairman, Rajdhani Unnayan Kartripakkana on A that matter shall be final and binding upon the Parties.

10 JAN 2019