

3. That the **Lessee shall follow the Maintenance clause of the Broucher** and will keep the demised premises and the buildings at all times in a state of goods and substantial repairs and in a sanitary condition to the satisfaction of the Lessor.
4. That the Lessee shall not permit the demised and the superstructures standing thereon to be used for any purpose other than residential purpose. The **Lessee**, apart from the allotted flat, will not demand to utilize any other area (which is not allotted). Wherever, the permission of open space is given, the allottee shall not make any construction whether permanent or temporary.
5. That the Lessee shall have no right to transfer in any manner whatsoever, the demised premises and the superstructure standing thereon without the previous permission, in writing of the Lessor but the Lessee may mortgage the demised premises after execution of lease deed and the superstructure standing thereon to any government financial institution or his/her employer, In the event of such mortgage the Lessor will have first charge in respect of any amount remaining unpaid in respect of the demised premises or the superstructure standing thereon. The Lessee may, with the previous consent of the lessor, mortgage the flat/house to any Government recognized institution for raising loan for the purpose of funding from the institution and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Providing further that in the event of sale or for closure of the mortgage or charged property. the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree to insolvency/court, In the case of transfer in any manner except by operation of law, the Lessee shall have to pay the transfer charges as prescribed by the lessor from time to time with terms & conditions made applicable at the time of granting such permission.

6. That the Lessee shall not assign, relinquish or mortgage any/portion less than the whole of the demised premises and the superstructures standing thereon nor cause any sub division thereof by metes and bounds or otherwise.
7. The lessee shall not sell, transfer or assign the whole or part of the said plot premises/Flat/House to any one except with the previous consent in writing of the lessor and on such terms and conditions including the transfer charges/fee, as may be decided by the lessor, from time to time shall have to follow the rules and regulations prescribed by lessor in respect of lease-hold property.
8. That every transfer assignment relinquish or mortgage of the whole of the demised premises of superstructures standing thereon or both shall be subject to, and the transferee or assignee