27. That, this Indenture of Lease, the condition and terms contained herein would be subject to amend or revised as per provisions of Nagpur Improvement Nagpur Improvement Trust, Act, 1936/ **Nagpur Metropolitan Region Development Authority** and Land Disposal Rules 1983, or as amended from time to time which has overriding effect also as per policies framed by the Nagpur Improvement Trust / **Nagpur Metropolitan Region Development Authority** Board and the State Government.
28. That on breach of any of the aforesaid terms and conditions by the "Lessee" or any person claiming through the "Lessee", the "Lessor" shall be entitled to terminate / suspend the lease of the "Lessee" and to repossess the flat / apartment / tenement or to take any other action for rectification of such the breach or to claim loss, damages, compensation from the "Lessee" and also may impose penalty according to nature of the matter.
29. That, the possession of the flat / apartment / tenement described in Schedule 'A' and 'B' herein under is delivered to the "Lessee" on and the Nagpur Improvement Trust/ **Nagpur Metropolitan Region Development Authority** the "Lessor" covenant that the "Lessee" paying the rent thereby reserved and performing and observing the conditions herein contained shall peaceably hold and enjoy the said flat/ apartment/ tenement, during the said term without any lawful interruption or disturbance by the "Lessee" or any person lawfully claiming through it.

Provided that if the said rent or any part there of shall at any time be in arrears and unpaid for one Calendar month next after the date where on the same shall have become due whether they shall have been lawfully demanded or not, as also upon breach or non-observance by the "Lessee" of any of the said conditions, the "Lessee" may notwithstanding the waiver of any previous causes or right of re-rntry upon the said land reposes it as if this demise had been made "Lessee" in such case being entitled within three Calendar months from the date of such re-entry.

Provided further that when any cause or right of re-entry arises under the foregoing proviso, it shall be lawful for the "Lessor" as the consideration for the non-exercise of the power of re-entry to receive from the "Lessee" a sum of money not exceeding2 (Two) years ground rent + interest @ 12% p.a. or as may be decided from time to time shall levied in case of payment of ground rent made after due date i. e. 1st of June of each year.

Provided also that when any cause or right or re-entry arises under the first provision, upon the breach or non-observance of the conditions of clause and sub clauses thereof in respect of erection or alteration, it shall be lawful for the "Lessor" to ask the "Lessee" to demolish or alter the unauthorized construction, as it may deem necessary, within reasonable time, as a consideration, for the non-exercise of the power of re-entry instead of receiving a sum of money as provided above.

30. That, it is also agreed the "Lessee" shall not change the user of the leased flat / apartment / tenement, as per the scheme, on the contrary due to misdeed/ act/ by the "Lessee" which is contravention to the terms and conditions mentioned in the lease, the "Lessor" may cancel the allotment of the leased flat/apartment / tenement and also may impose penalty for act done by the "Lessee".