



FACULTY OF JURIDICAL SCIENCES

Name of the faculty- Ms. Neha Khanna
Subject Name- Drafting, Pleading and conveyancing

SUBJECT CODE- BAL-703

Course- BA LLB, VII Sem

LECTURE 33

LEASE DEED FORMAT

LEASE DEED An agreement made the _____ day of _____ years between Sri./Smt. _____ etc., (herein after called “the Lessor”) of the one part and Sri./Smt. _____ etc. (hereinafter called “the Lessee”) of the other part. Whereby it is agreed as follows:

1. The Lessor hereby demises to the Lessee all that dwelling house with the land fully described in the schedule hereto together with all out-houses, pucca well, motor garage, kitchen, pathways, passage, garden and other appurtenances thereof, situated at _____ to hold the same to the Lessee from _____ day of _____ for the term of _____ years (or, year to year) paying therefor during the said term the monthly rent of Rs. _____ (Rupees _____ only) payable on the first day of the month succeeding that for which the rent is due;

2. The Lessee hereby agrees that he will during the said term (tenancy) pay all rates; taxes and other charges excluding the house tax which now are or may hereafter becomes payable in respect of the demised property;

3. The Lessor hereby agrees as follows:-

(i) That the Lessor shall keep the premises in good and substantial repairs during the said term and shall annually white-wash and do all necessary repairs to the out-houses and demised premises and on the Lessee giving the Lessor notice in writing of any special decays, defects and want of separation the Lessor will within one calendar month from the receipt of such notice repair and amend the same;

(ii) That the Lessor shall repair when necessary, the well, the passages, pathways and the road connecting the provincial road with the bungalow hereby demised and shall get the well cleaned at least once a year.

4.

Provided always and it is hereby agreed as follows:

- (i) That whenever any part of the rent hereby reserved shall be in arrears for _____ months after due date or there shall be a breach of any of the covenants by the Lessee herein contain the Lessor may re-enter on the demised premises and determine this lease.
- (ii) (ii) The tenancy hereby created shall be determinable at the option of the Lessor/Lessee (or either party) by giving to Lessee/Lessor (or, the other party) _____ calendar month’s notice in writing. 5. It is hereby agreed between the parties that in respect of the demised premises the parties hereto shall respectively have all the rights and be subject to all the liabilities of a lessor and of a lessee as set

forth in Section 108 of the Transfer of Property Act, 1882, except Clause (m) thereof which is hereby excluded. 6. It is hereby agreed between the parties as follows:

i. That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor or his agent through the post by registered letter addressed to the Lessee at the demised premises (or, at _____), and that notice requiring to be given to the Lessor shall be sufficiently given if sent by the Lessee through the post by registered letter addressed to the Lessor at his usual or last known place of residence or business (or; at _____) and that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

(ii) That wherever such in interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the expression "the Lessor" herein before used shall include the owner for the time being of the Lessor's interest in the demised premises and the expression "the Lessee" herein before used shall include his heirs, executors, administrators and permitted assigns. In witness whereof the parties have put their signatures hereunder on the day and the year first above -written (or, on the respective date mentioned against their signatures)

SCHEDULE (Leased under this deed) All the piece and parcel of immovable property bearing No. _____ * Measuring _____ Bounded by:- On the East : On the West : On the South : On the North : Market value of the property leased under this deed is Rs. _____ (Rupees _____ only).

The Stamp duty is paid as per Article 30 of the Schedule to the Karnataka Stamp Act, 1957. IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed at _____ on this _____ day of _____ year in presence of the witness:

WITNESSES:

1. LESSOR

2. LESSEE

[*Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the property leased is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

MCQs-

i. Sale Deed is essentially a document that is a _____ of such a transfer.

- a. format
- b. evidence
- c. proof
- d. cogzinance

ii. "The property you want to gift, must be in your possession i.e. you must be the titleholder of that immovable property. While making a gift, the property must be in existence, you cannot gift something that you might get in the future" is mentioned under which part of the gift deed?

- a. consideration clause
- b. possession of property
- c. liabilities
- d. statement of facts

iii. "The transfer should be free from any type of coercion, undue influence, threat or fear. The gift should clearly state that the transfer is voluntary and that the transferor has a clear intention of doing so." represents which object of the gift deed.

- a. liabilities
- b. consideration clause
- c. statement of facts
- d. possession of property

iv. Under this clause, " if any additional rights or liabilities are attached to the gift shall be mentioned.

- a. consideration clause
- b. possession of property
- c. liabilities
- d. statement of facts

v. choose the closest meaning of " Revocation Clause " from the below with reference to gift deed.

- a. A detailed description of the property is a must. It should clearly specify the structure, address, color, area, location, etc.
- b. Though not mandatory, but advisable. It will help in avoiding future complications. It has to be expressly mentioned, not implied. And donor and donee both have to agree on this clause.
- c. A delivery clause talks about the action (express or implied) which would confirm the delivery of the possession of the property.
- d. The transfer should be free from any type of coercion, undue influence, threat or fear. The gift should clearly state that the transfer is voluntary and that the transferor has a clear intention of doing so