

# LEASE DEED

**Lease Consideration..** ...../-

**for a period of 99 years ( perpetual lease)**

**Market Value: Rs.** ...../-

**Stamp Duty @5% Rs.** ...../-

**Circler Rate Rs.** ..... /- **Sq. mtrs**

**E-stamp Certificate No. IN-HP..... Date ....day of .....**

**THIS LEASE DEED**, made and executed at Shimla on this ..... day of  
.....by .....

..... hereinafter collectively known and referred to as “**THE LESSOR**” (which expression shall, unless it be repugnant to the context or it’s meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns and attorneys etc..) of the **FIRST PART**;

IN FAVOUR OF

.....hereinafter known and referred to as “ The **LESSEE**”, (which expression shall, unless it be repugnant to the context or it’s meaning thereof, be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators and assigns etc. of the **SECOND PART**, witnesses as follows:-

**WHEREAS**

The LESSOR is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land comprised in Khata Khatoni No....., Khasra No. .... measuring ..... situated at ..... as per latest Jamabandi for the year ....., hereinafter referred to as the “The **said Land**”.

**AND WHEREAS**

The LESSOR is willing and have agreed to lease out, convey and transfer to the LESSEE by way of irrevocable and renewable/extendable lease their entire respective shares in the land comprised in Khata Khatoni No....., Khasra No. .... measuring .....situated at .....and the LESSEE has also agreed to acquire their shares in the said land by way of irrevocable and renewable/extendable lease for a term period of ..... (Ninety Nine) years / perpetual for a mutually agreed Lease Consideration of Rs. ..../- only (Rupees .....only), free from all encumbrances, disputes, liens, acquisitions, property claims and demands, whatsoever, in the manner hereinafter mentioned. The LESSOR, being the owner in possession of the his/her respective shares in the said land, are executing the present LEASE DEED.

AND NOW first party/lessor has agreed to lease out the land and the lessor has agreed to take the land which is within the Municipal limits of Shimla and leased according to the exemption, contained in Chapter-II (Control of Transfer of land) under the provisions of Sub Section -1 (i) and (3) of Section 118 of the H.P. Tenancy and Land Reforms Act 1972 ( **in corporation area only**)

**NOW THIS DEED OF SALE OF LAND FURTHER WITNESSES AS FOLLOWS**

1. That in terms of mutual settlement arrived at and the consideration of the sum of Rs. ..../- (Rupees .....only), agreed to be paid by the LESSEE, the LESSOR has agreed to lease out, transfer and convey to the LESSEE their entire respective shares in the aforesaid land by way of irrevocable and renewable/extendable lease for a term period of .....(Ninety Nine) years./ perpetual.

...3....

2. The LESSEE has paid to the LESSOR the entire agreed Lease Consideration, as per details given below, before execution of these presents, **being the full consideration money agreed to be paid as aforesaid**), the receipt whereof the LESSOR do hereby admit and acknowledge of the same and of and from the same and every part thereof hereby grant irrevocable, renewable/extendable lease of land, as per their shares.

**DETAIL OF PAYMENTS MADE**

i) Rs. ..../- (Rupees .....only) by way of .....in the accounts of sellers.

3. The LESSOR do hereby grant, convey, transfer and assure by way of lease unto the LESSEE, free from all encumbrances and reasonable doubts **ALL THE aforesaid land**, as per their shares, fully described herein above, measuring ..... more particularly mentioned in the latest **Jamabandi** annexed hereto, **TOGETHER WITH** all fences, plants, shrubs ways, paths, passages, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances, whatsoever, attached to the said land or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto **AND TOGETHER ALSO WITH** full and free right and liberty for the LESSEE for ingress and egress **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the LESSOR in to out of or upon the said land, or any part thereof **TO HAVE OWN HOLD AND POSSESS** all the said land, as per their shares, hereby granted, conveyed, transferred **BY WAY OF LEASE** and assured or intended or expressed so be with their and every of their rights members and appurtenances (all which are herein called **“the said land” UNTO AND TO THE USE** and benefit of the LESSEE.

...4...

4. The LESSOR do hereby covenant with the LESSEE that notwithstanding any act, deed, matter or thing whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by from through under or in trust for them, made, done, committed, omitted, or knowingly or willingly suffered to the contrary.
5. The LESSOR do hereby represent that they have in themselves good right, full power and absolute authority to grant, convey, transfer and assure their shares in the said land hereby granted, conveyed, transferred and assured or intended so to be BY WAY OF LEASE, unto and to the use of the LESSEE in the manner aforesaid.
6. The LESSOR do hereby declare that it shall be lawful for the LESSEE from time to time and at all times hereafter peaceably and quietly to hold enter upon use occupy possess and enjoy the said land hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the LESSOR or his/her heirs, executors, administrators, legal representatives, assigns and attorneys etc., or any of him/her/them from or by any person lawfully or equitably claiming or to claim by from under or in trust for him/her/them.
7. The LESSOR hereby further declare that the land hereby leased and transferred is absolutely free, clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the LESSOR well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, title, charge, and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the LESSOR or by any other person or persons lawfully or equitably claiming or to claim by from under or in for him/her/them.

8. The LESSOR, so far as it relates to her/him/them own acts and deeds only but not further or otherwise, do hereby covenant with the LESSEE that the LESSOR has not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof the LESSOR is prevented from conveying, transferring and assuring his/her/their shares in the said land in the manner aforesaid or whereby or by reason or means whereof the same or any part thereof are can, shall or may be charged encumbered, impeached or prejudicially affected in estate title or otherwise howsoever
9. The LESSOR do hereby confirm and record that it has on execution hereof put the LESSEE in quiet, peaceful and vacant possession of the said land on spot.
10. The LESSOR hereby undertake to indemnify the LESSEE in case any latent or patent defect in the title to his/her/their shares in the said is found AND in such event the LESSOR shall be liable to make good all losses and damages suffered by the LESSEE.
11. The entire cost of Stamp Duty, Registration Fee and other charges and expenses have been fully borne by the LESSEE himself, as agreed.
12. That the said land is connected with the link road & there is no NH/ State Highway with the said land hereby leased out.
13. That the second party shall have the right to use and utilize the land in the manner it deems fit as per its requirement and also shall have complete rights to construct building (s)/ structure (s), on the said land as per its requirements and the first party will not have any right to create hindrance in this regard.
14. That the second party is authorized and will have the right to prepare the maps of the buildings / structure on the said land and construct the same and get it approved and sanctioned from the concerned authorities.

15. That the second party will have the right to change the land use as per revenue record if necessary
16. That the first party agrees that the second party shall have the right to further sub lease (part or whole) the above said land or any constructed portion which exists on the part of the said land to any person without any consent of the first party.
17. That the second party shall have right to raise loan against the land and building (s) or any part thereof which exists on the said land by mortgaging the same from any bank/ financial institution/ societies and the second party shall have also right to execute the mortgage deed and sign all the documents for the execution and attestation of mutation.
18. That the lessee shall have right to apply for the conversion of the said property from lease hold to free hold, and get the same registered in his/her/their names or in any other name in such a case the lessor shall have no objection for the same whatsoever & the lessor and his/her/their legal heirs will not sell the above said land to any other persons except the lessees or their legal heirs at any time in future.
19. The LESSOR do hereby declare for all concerned that it will always be lawful for the LESSEE to put the land to any or such use as the later may desire, as per his/her/their requirement, raise any constructions, after getting the Plans approved from the concerned authorities.
20. That the legal heirs of the first party will liable to renew the lease of the above mentioned land after expiry of the lease period without any consideration and he/she/they will not claim the said land and property at anytime in future from the second party/legal heirs/nominee/agents/sub-lessee.
21. That the first party shall have no objection if the mutation of above mentioned land/property be attested in the name of second party in the absence of first party.

...7....

22. That all the charges, taxes, dues, cesses, rates levies etc., payable to any authority, if any due and pertaining to the said land for the period upto the date of execution of this deed shall be payable by the lessor and thereafter by the lessees. The lessor shall fully indemnify the lessee against any past due or liabilities in relation to the said land/property
23. That the aforesaid lease deed has been entered between the first party and the second party out of free will, without and coercion or pressure. The terms and conditions have been duly read and understood by the first party and the second party who can all read and understand English and its only therein after the lease deed has been signed.

**IN WITNESS WHEREOF the LESSOR** and the LESSEE himself have hereunto set and subscribed at Shimla on the day and year first hereinabove written.

**WITNESSES**

1.

**LESSOR**

2.

**LESSEE**

Drafted by me under the instruction of the parties of this deed

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SPECIAL POWER OF ATTORNEY

KNOW ALL MEN by these presents that I/we, .....

..... do hereby nominate appoint and constitute .....

.....as my/our lawful special attorney to do execute in my/our names and on my/our behalf the following acts, deeds and things in respect to attest the mutation of leased

..... in favour of .....

.....& to appear before any Sub- Registrar concerned for its registration / attestation of mutation and sign all relevant documents for the same purpose.

I/We, hereby ratify and confirm all acts deeds and things done by my/our lawful attorney in respect of above mentioned purpose.

IN WITNESSES whereof I/We have set my/our hands on this power of attorney at Shimla on this .....day of .....

WITNESSES:

1.....

EXECUTANT/S

2.....



AFFIDAVIT

I/

We,

.....  
.....do hereby solemnly affirm and  
declare on oath as under:-

- 1. That I/we am/are resident of the above- mentioned address.
- 2. That I/we have leased out the  
.....  
.....to  
.....
- 3. That the above said lease land abuts with the link road.
- 4. That I/we have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-2017 which is true and correct according to my personal knowledge.

DEPONENT/S

VERIFICATION: -

I/We, the above named deponent do hereby verify that the contents of my/our above affidavit are true and correct to the best of my/our knowledge and belief, no part of it is false and nothing material has been concealed therefrom..

Verified at Shimla on this .....day of .....

DEPONENT/S

**AFFIDAVIT**

I/We, .....

.....do hereby solemnly affirm and declare on oath as under:-

1. That I/we am/are resident of the above- mentioned address.
2. That I/we have taken the .....  
.....on lease basis from .....
3. That the above said leased land abuts with the link road.
4. That I/we have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-17 which is true and correct according to my personal knowledge.

**DEPONENT/S**

VERIFICATION: -

I/We, the above named deponent do hereby verify that the contents of my/our above affidavit are true and correct to the best of my/our knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this .....day of .....

**DEPONENT/S**