**DEED OF GIFT OF LEASEHOLD INTEREST IN THE DWELLING-HOUSE SUBJECT TO THE COVENANTS AND STIPULATIONS IN THE LEASE**

THIS DEED OF GIFT made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_

 BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert the name, address, etc. of donor) (hereinafter called the donor) of the ONE PART

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert the name, address, etc. of donor) (hereinafter called the donee) (the state relationship if any of the donor) of the OTHER PART.

WHEREAS:

1. By a lease (hereinafter called the lease) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ and made between [*parties*] the property described in the schedule hereto was demised to the said [*lessee*] for the term of \_\_\_\_\_\_ years from the \_\_\_\_\_\_ day of \_\_\_\_\_\_ at the yearly rent of Rs.\_\_\_\_\_\_\_\_\_ and subject to the covenants on the part of the lessee and the conditions therein contained.
2. By an assignment dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ and made between [*parties*] the said property was assigned by the said [*lessee*] to the donor for the unexpired residue of the said term of years subject to the rent reserved by and covenants and conditions contained in the lease.
3. The donor is desirous of assigning the said property for all the residue now unexpired of the said term to the donee by way of gift.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of his natural love and affection for the donee the donor hereby assigns unto the donee all and singular the premises comprised in and demised by the lease [therein described as \_\_\_\_\_\_\_\_ but now known as [*present description of property if different*] and fully described in the Schedule hereto and hereinafter referred to as “the said property” TO HOLD the same unto the donee and his assigns for all the residue now unexpired of the term created by the lease subject henceforth to the payment of the rent reserved by and the performance and observance of the covenants on the part of the lessee and the conditions contained in the lease.
2. The donee hereby covenants with the donor henceforth during the continuance of the said term to pay the rent reserved by and to perform and observed the covenants on the part of the lessee contained in the lease and to keep the donor his estate and effects indemnified against all actions claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto.
3. The donee hereby accepts the said gift which is valued at Rs.\_\_\_\_\_\_\_\_ for the purpose of Stamp duty.

THE SCHEDULE ABOVE REFERRED TO:

[*Description of property which should correspond with the parcels in the lease*]?

IN WITNESS etc.

[*Signatures of both parties*]