

### 13. RIGHTS OF LESSEE: SECTION 108

Rights of lessee are as under:

(I) **Right of Accession: Section 108 (d)**

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If during the continuance of the lease any accession is made to the property, such accession (subject to the law relating to allusion for the time being in force) shall be deemed to be comprised in the lease.

(II) **When Lease to be Void in case of Destruction of Property: Section 108(e)**

If by fire, tempest or flood or violence of any army or of more or other irresistible force any material part of the property be wholly destroyed or rendered substantially and permanently unfit for the

of which the lessee is and the lessor is not aware and which materially increase the value of such interest.

**(II) Pay Premium: Section 108 (l)**

The lessee is bound to pay or tender at the proper time and place, the premium or rent to the lessor or his agent in this behalf.

**(III) Keep property in Good Condition: Section 108 (m)**

The lessee is bound to keep and on the termination of the lease to restore the property in as good condition as it was in at the time when he was put in possession, subject only to the changes caused reasonable wear and tear or irresistible force and to allow the lessor and his agents at all reasonable times during the terms to enter upon the property and inspect the condition thereof and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the lessee, his servants or agents, he is bound to make it good with three months after such notice has been given or left.

**(IV) Notice to any Defect: Section 108 (n) *Notice of Encroachment***

If the lessee becomes aware of any proceedings to recover the property or any part thereof or of any encroachment made upon or any interference with, the lessor's right concerning such property, he is bound to give, with reasonable notice thereof to the lessor.

**(V) Use for Real Purpose: Section 108 (o)**

Lessor must not use property or permit another to use the property for a purpose other than that for which it was leased.

• **Unlawful Purposes**

Following may be unlawful purposes.

- (i) Sell or pull down timber.
- (ii) Damage to buildings.
- (iii) Work mines or quarries.
- (iv) Any other act which is destructive.

**(VI) Permission of Lessor: Section 108 (p)**

Lessee must not without the lessor's consent erect on the property any permanent structure except for agricultural purposes.

**(VII) Delivery of Possession of Leased Property**

On the determination of lease, the lessee is bound to put the lessor into possession of property.

purposes for which it was let the lessee shall at the option of lessee be void.

Provided that, if the injury be occasioned by the wrongful act or default of the lessee, he shall not be entitled to avail himself of the benefit of this provision.

**(III) Right to Repairs on Property: Section 108 (f)**

If the lessor neglects to make within a reasonable time after notice, any repairs which he is bound to make to the property, the lessee may make the same himself and deduct the expense of repairs with interest from the rent or otherwise recover it from the lessor.

**(IV) Right of Deduction With Interest: Section 108 (g)**

If the lessor neglects to make any payment which he is bound to make and which he is not make by him is recoverable from the lessee or against the property the lessee may make such payment himself and deduct it with interest from the rent or otherwise recover it from the lessor.

**(V) Right to Removal: Section 108 (h)**

The lessee may even after the determination of the lease remove at any time whilst he is in possession of the property leased but not after words all things which he has attached to the earth; provided he leaves the property in the state in which he received it.

**(VI) Right to Crops: Section 108 (i)**

When a lease of uncertain duration determines by any means except the fault of the lessee, he or his legal representative is entitled to all the crops planted or shown by the lessee and growing upon the property when the lease determines to free ingress and egress together and carry them.

**(VII) Right to Transfer of Property: Section 108 (j)**

The lessee may transfer absolutely or by way of mortgage or sublease the whole or any part of his interest in the property and any transferee of such interest or part may again transit. The lessee shall not by reason only of such transfer, lease to be subject to any of the liabilities attaching to the lease.

**14. LIABILITIES OF LESSEE: SECTION 108**

Following are the liabilities of the lessee.

**(I) Disclose The Facts: Section 108 (k)**

The lessee is bound to disclose to the lessor any fact as to the nature or extent of the interest which the lessee is about to taken

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