

the rent payable over the term. It is beyond the scope of this qualification to provide details of how the NPV is calculated.

On receipt of the Certificate, the Lessee's conveyancer should arrange for the Original Lease to be registered as a new leasehold title at the Land Registry, lodging the Certificate with the application in the usual way.

3.4. What is contained in a Lease?

Under the provisions of the Land Registration (Amendment) (No 2) Rules 2005, leases granted on or after 19 June 2006 must contain 'prescribed leases' clauses.

Task 1

Visit the Land Registry website www.landregistry.gov.uk and download Practice Guide 64 (look under forms and publications and then leaflets) and then read about 'prescribed lease clauses' at paragraph 7 of this guide.

The content of leases will vary from property to property and will largely depend upon the type of flat or other building and the complexity of the development. There is no fixed form of precedent but each lease will need to contain certain vital elements. What follows is a summary of some of the basic provisions that one would expect to find in a lease of residential property:

- The date of the Lease
- The names and addresses of the Lessor and Lessee and of any Management Company which is to be a party
- The price paid for the grant of the Lease
- A description of the property (the demise) usually drawn up by reference to a plan
- A plan showing the property, its location and other relevant colouring
- The date from which the Term begins (See below)
- The length of the Term
- The amount of the rent (including how often it is payable and when)
- The rights granted to the Lessee for his beneficial use and enjoyment of the property (i.e. rights of access, supply and drainage, support, protection, entry, etc)
- The rights reserved to the Lessor for his benefit and more particularly for the benefit of other lessees within the