**DEED OF SUB-LEASE**

**THIS DEED OF SUB-LEASE is made this ……………day of …………………….., 20\_\_\_\_\_**

**BETWEEN**

**NAME OF THE SUB - LESSOR** of **ADDRESS OF THE SUB – LESSOR.** (Hereinafter referred to as **“SUB-LESSOR”**) which expression shall where the context so admits includes his/her heirs, next-of-kin, personal representative, agents, privies and other successors in title and assigns deriving title under them, of the one part.

**AND**

**NAME OF THE SUB - LESSEE** of **ADDRESS OF THE SUB – LESSEE** (Hereinafter referred to as **“SUB-LESSEE”**) of the other part.

**WHEREAS:**

The Sub-Lessor has agreed with the Sub-Lessee to grant a lease of a piece and parcelof land with its appurtenances thereon of the land known as **ADDRESS OF THE PROPERTY. (**hereinafter referred to as the **“Demised Premises”)**

**WITNESSES AS FOLLOWS:**

1. In consideration of the rent hereinafter reserved and of the covenants and conditions on the part of the sub-lessee hereinafter reserved and contained, the sub-lessor hereby demise unto the Sub-lessee ALL THAT Demised premises TO HOLD the same unto the Sub-lessee free from all encumbrances for a term of **DURATION** commencing on the  **\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (irrespective of whatever date first above written) and ending on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_** paying and yielding thereof the rent of **CONSIDERATION** **AMOUNT (FIGURE AND WORDS)** net for the period of **DURATION OF LEASE**. (the receipt whereof the Sub-lessor hereby acknowledges).
2. The Sub-lessee with the intent that the obligations shall continue throughout the term hereby created, hereby covenants with the Landlord as follows:
   1. To use the Demise Premises strictly for **PURPOSE (COMMERCIAL/RESIDENTIAL).**
   2. During the term of the tenancy, the Sub-lessee shall pay all charges for water, electricity, and other utilities consumed by them and to bear and pay a proportionate portion of all improvement rates, land use charges, taxes, assessment and outgoings or other charges attributable to the entire premise now or hereafter imposed.
   3. To keep the interior of the Demised Premises and all the fixtures and fittings therein in good and tenantable repair and conditions, reasonable wear and tear generally exempted.
   4. Not to erect structures with bricks or blocks but is allowed to bring in container and other simple building materials to enable the company facilitate its haulage services.
   5. Upon being given notice, to permit the Sub-lessor and his agents with or without workmen or others at all reasonable times to enter upon the Demised Premises to view the condition thereof and repair in accordance therewith.
   6. Not to assign, sublet or part with the possession of the Demised Premises or any part thereof.
   7. At all times during the continuance of these presents to observe and comply with the provisions of any Decree, Edict, Act, Law or Regulations which may hereafter be made by Government or any other Authority in respect of the premises/building.
   8. Prior to the determination or earlier termination of this tenancy, the Sub-lessee shall carry out any renovation, repairs or redecoration of the Demise Premises.
   9. To be responsible for and indemnify the Sub-lessor against all damage occasioned to the Demised Premises or any part thereof or any adjacent or neighbouring premises or to any person caused by any act, default or negligence of the sub-lessee or his servants, agents or licensees to the Demised Premises, reasonable wear and tear exempted.
   10. Not to do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance, annoyance or cause damage or inconvenience to the Sub-lessor or neighbouring owners.
3. **THE SUB-LESSOR COVENANTS WITH THE SUB-LESSEE AS FOLLOWS:**
   1. That the Sub-lessee paying the rent hereby reserve and performing the several covenants and stipulation herein on his part contained shall peaceably and quietly hold and enjoy the Demised Premises during the term hereby created without any interruption of the Sub-lessor or from any person rightfully claiming under or in trust for him.
   2. To observe and perform all covenants, conditions and stipulations reserved and contained in the head lease.
4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:**
   1. If the Sub-lessee shall commit any breach of any of his covenants and conditions under these presents, then the Sub-lessor or its agent may on a **DURATION OF STATUTORY NOTICE** re-enter upon the Demised Premises or any part thereof in the name of the whole and immediately terminate the tenancy, but without prejudice to the right of action of the Sub-lessor in respect of any antecedent breach of the Tenant’s covenants herein contained.
   2. That all notice(s) require to be given under the terms of this Tenancy shall be in writing and if addressed to the Sub-lessee shall be sufficiently served if hand delivered and acknowledges or sent by prepaid post through a reputable courier company to the Demised Premises and such notice addressed to the Sub-lessor shall be sufficiently served if served on his agent and acknowledged or sent by pre-paid post through a reputable courier company or served on any agent authorized by him to receive and who has in fact collected rent of the Demised Premises on behalf of the tenancy.
   3. The tenancy may be determined or renewed by either party giving the other **DURATION OF STATUTORY NOTICE** in writing notwithstanding the nature of this tenancy.
   4. If the Sub-lessee fails to yield up the Demised Premises upon the expiration of or soon after determination of this Tenancy, the Sub-lessee shall indemnify and hold the Sub-lessor harmless from all claims, losses, brokerage, commission, liabilities, expenses, including Solicitors fee and cost of litigation resulting from any such failure including but without limitation to any claims made by any succeeding Sub-lessor arising out of such failure.
   5. Subject to full adherence by the Sub-lessee of the covenants and conditions herein, the tenancy herein granted may be renewable after the stipulated period of **DURATION OF LEASE** as agreed by parties and subject to review partly or wholly by the Sub-lessor in the cause of renewal. That whichever way a **DURATION OF STATUTORY NOTICE** must be given if the sub-lessor wants to take possession after the expiration of this tenancy.
   6. The waiver by either party of any default in the performance by the other party of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequently default of the same or any other covenant contained herein. The subsequent acceptance of rent or other sums hereunder by the Sub-lessor shall not be deemed a waiver of any preceding default other than the failure of the Sub-lessee to pay the particular rental sum or other sum or portion thereof so accepted, regardless of the Sub-lessor’s knowledge of such preceding default at the time of acceptance of such rent.

**IN WITNESS WHEREOF** the parties to this tenancy Agreement agreeing to all the conditions and stipulations set out herein have hereunto set their hands and seals the day, month and year first above mentioned.

**SIGNED, SEALED AND DELIVERED BY the within named SUB-LESSOR:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF THE SUB-LESSOR**

In the presence of witness:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED BY the within named SUB-LESSEE:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF THE SUB-LESSEE**

In the presence of witness:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME COURT ENROLMENT NO.**

**Email**

**Phone No.**

**DEED OF SUB-LEASE**

**BETWEEN**

**NAME OF SUB - LESSOR**

**(SUB-LESSOR)**

**AND**

**NAME OF SUB - LESSEE**

**(SUB-LESSEE)**

**OVER**

***A PROPERTY KNOWN AND SITUATE AT***

***ADDRESS OF THE PROPERTY***

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME COURT ENROLMENT NO.**

**Email**

**Phone No.**